

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1 OF 146105
2. CONTRACT NUMBER EP-R5-13-02	3. SOLICITATION NUMBER SOL-R5-12-00006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/09/2013	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY U.S. Environmental Protection Agency Region 5, MCC10J 77 West Jackson Boulevard Chicago, IL 60604-3507		CODE	8. ADDRESS OFFER TO (If other than Item 7) U.S. Environmental Protection Agency Region 5, MCC10J 77 West Jackson Boulevard Chicago, IL 60604-3507		
		◀ Commercial Carrier or Hand Delivery	◀ U.S. Mail Delivery		

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION	
9. Sealed offers in original and (see L.8) copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (see L.8)	until 2:00 pm local time 06/11/2013 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

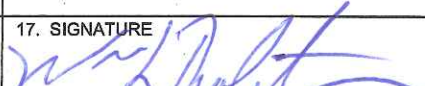
10. FOR INFORMATION CALL:	A. NAME Spencer Hamilton	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS Hamilton.Spencer@epa.gov
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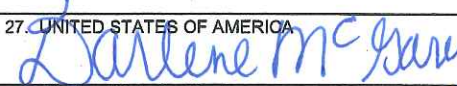
OFFER (Must be fully completed by the offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.
	000001	05/28/2013	
	000002	05/29/2013	
	000003	05/31/2013	

15A. NAME AND ADDRESS OF OFFEROR Weston Solutions, Inc. 1400 Weston Way West Chester, PA 19380 DUNs: 04-451-9429	CODE 2M222 FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) William L. Robertson, President & CEO
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. (925) 948-2677	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input checked="" type="checkbox"/>	17. SIGNATURE 
		18. OFFER DATE 11 June 2013

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$54,184,350.72	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) BLOCK 25
24. ADMINISTERED BY (If other than Item 7) Environmental Protection Agency Region 5, MCC10J 77 West Jackson Boulevard Chicago, IL 60604-3507U.S.	CODE	25. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency Research Triangle Park Financial Management Center Mail Code D143-02 Research Triangle Park, NC 27711
26. NAME OF CONTRACTING OFFICER (Type or print) Darlene McGary	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 9/19/2013

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
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Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-S5-13-02

PAGE

OF

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105

NAME OF OFFEROR OR CONTRACTOR
WESTON SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 044519429 Region 9 Superfund Technical Assessment and Response Team (START) IV The overall minimum for this contract is \$150,000.00 The minimum is guaranteed. The overall maximum for this contract is \$54,184,350.72 The minimum amount for an order against this contract is \$1,000.00 The maximum amount for an order against this contract is \$54,184,350.72 Max Expire Date: 03/18/2019 Admin Office: Region 9 US Environmental Protection Agency 75 Hawthorne Street San Francisco CA 94105 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Accounting Info: 13--T-9AK0S-303DC6-2505-09WQWQ00-C061-139AK0S505-0 01 BFY: 13 Fund: T Budget Org: 9AK0S Program (PRC): 303DC6 Budget (BOC): 2505 Job #: 09WQWQ00 Cost: C061 DCN - Line ID: 139AK0S505-001 FOB: Destination Period of Performance: 09/19/2013 to 09/18/2018				
0001	Base Period Funding Obligated Amount: \$150,000.00				150,000.00
0002	Award Term 1 Funding (Option Line Item) 09/19/2015				0.00
0003	Award Term 2 (Option Line Item) 03/19/2017				0.00

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PART 1 – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

The Government anticipates award of a Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation. The contract will have a 24 month base period plus two 18 month Award Term periods if earned for a maximum potential period of performance of five (5) years.

Work to be performed under the contract shall be specified in task orders issued pursuant to the procedures described in the Section G clause, "Ordering—By Designated Ordering Officers."

Performance based task orders may be issued under the contract as described in the section H clause, "Performance Based Task Orders." Fixed price task orders may also be ordered under this contract, if the work to be performed is conducive to pre-negotiated fixed pricing and it is determined to be in the best interest of the Government to do so.

B.2 MOBILIZATION

The Government's intent is to allow a contract mobilization period of a minimum of thirty (30) calendar days between the contract award date and the contract start date. Therefore, the contractor shall be fully staffed and operational, ready to accept work from EPA at the end of the 30 day mobilization period. During this time period, any ongoing work from the predecessor contract will be transitioned to this contract. The costs for mobilization shall be included in the fully loaded fixed rate.

B.3 FIXED RATES FOR SERVICES – INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION (AUG 1987)

The following fixed rates, inclusive of all indirect costs and profit, shall apply for the duration of the contract. The contractor shall propose separate labor categories for the Core Response Team, Non-Field Labor, Level A Field Labor, and Non-Level A Field Labor as necessary to perform the requirements in the Statement of Work.

ODC's under this contract include fixed rate equipment, travel, subcontracting, and miscellaneous ODC's, such as, specialized labor and non-routine equipment. The estimated total amount for Other Direct Costs and General & Administrative (G&A) costs (if applicable) allowable under this contract is the sum of these CLINS, including the estimated General & Administrative (G&A)/Material Handling (MH) costs. The CLIN for Fixed Rate Equipment is expressly for the equipment listed in the Equipment Schedule of this section. Equipment will only be reimbursed when it is actually used at a job site or in response to technical direction given notice to proceed. Non-routine equipment is equipment not listed in the Equipment Schedule and shall be charged to the CLIN for Other Direct Costs. Non-routine equipment charges must be approved in advance by the Contracting Officer. The distribution as shown below is for estimating purposes only.

I. BASE PERIOD (Months 1-24)

a. LABOR SCHEDULE

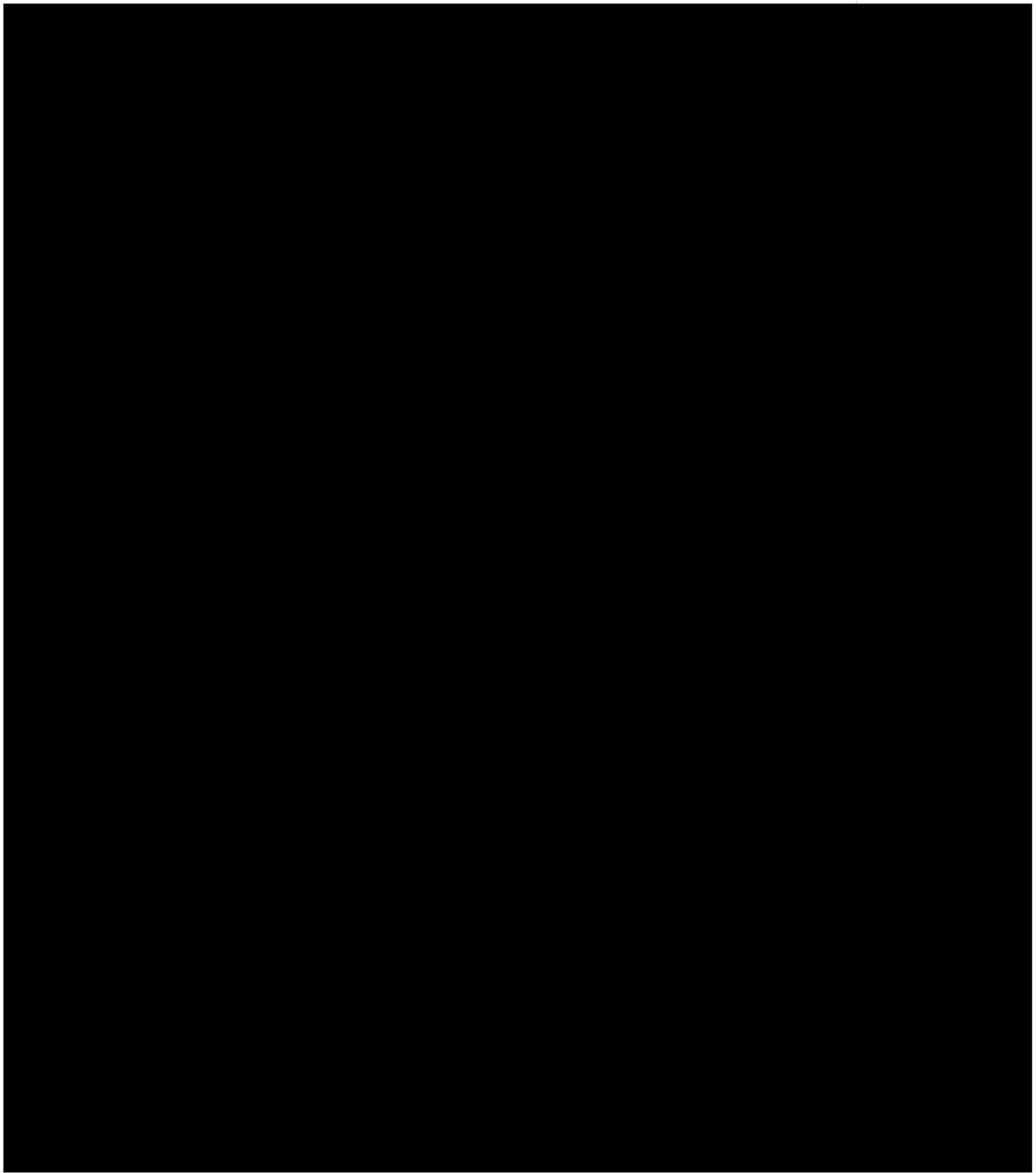
For comparison purposes, please propose the labor hour distribution based upon a total of 130,000 hours for the base period. These hours are for evaluation purposes only and **do not** guarantee a number of hours on this contract. All labor rates shall be rounded to the nearest penny.

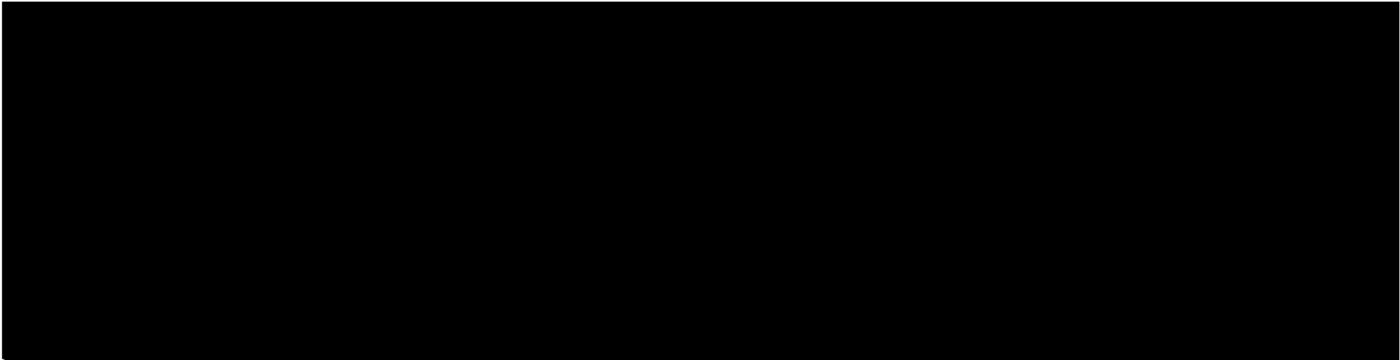
b. OTHER DIRECT COSTS



c. EQUIPMENT

The fixed rates for equipment found below in the cost/price schedule are inclusive of all expenses, including, but not limited to, maintenance and calibration, overhead, general and administrative expenses and profit. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such item(s).





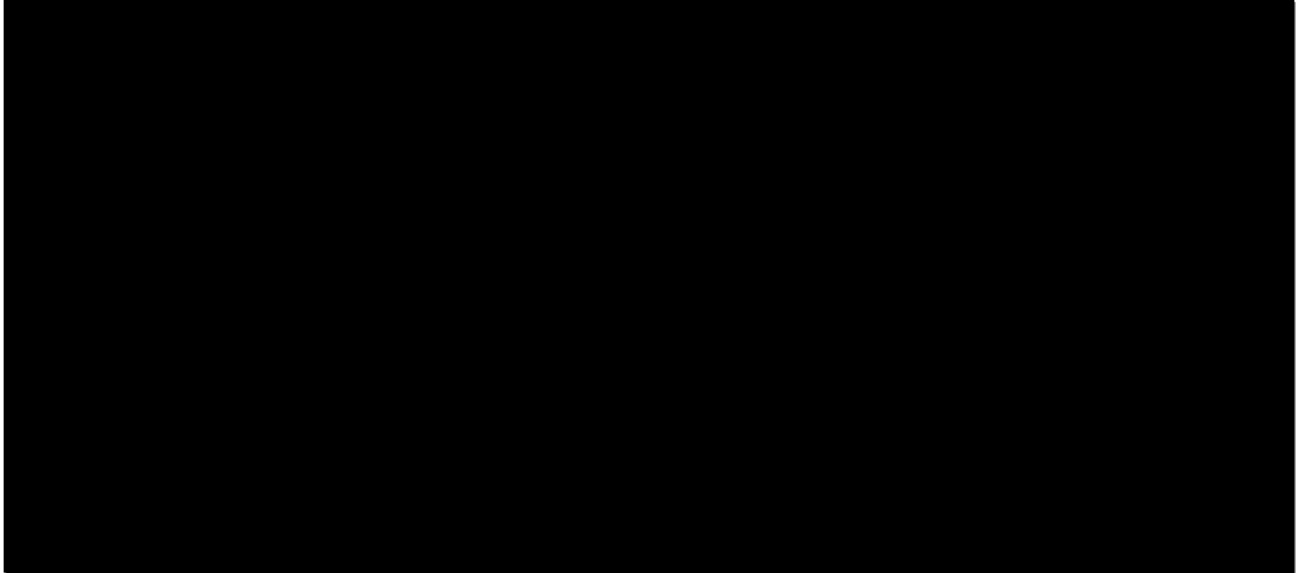
II. Award Term 1 (Months 25-42)

a. LABOR SCHEDULE

For comparison purposes, please propose the labor hour distribution based upon a total of 97,000 hours for award term 1. These hours are for evaluation purposes only and **do not** guarantee a number of hours on this contract. All labor rates shall be rounded to the nearest penny.

b. OTHER DIRECT COSTS


Schedule for Other Direct Costs		Award Term 1		
CLIN	Description	Estimated Award Term 1 Amounts	G&A / Material Handling	Total Costs



c. EQUIPMENT

The fixed rates for equipment found below in the cost/price schedule are inclusive of all expenses, including, but not limited to, maintenance and calibration, overhead, general and administrative expenses and profit.

Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such item(s).



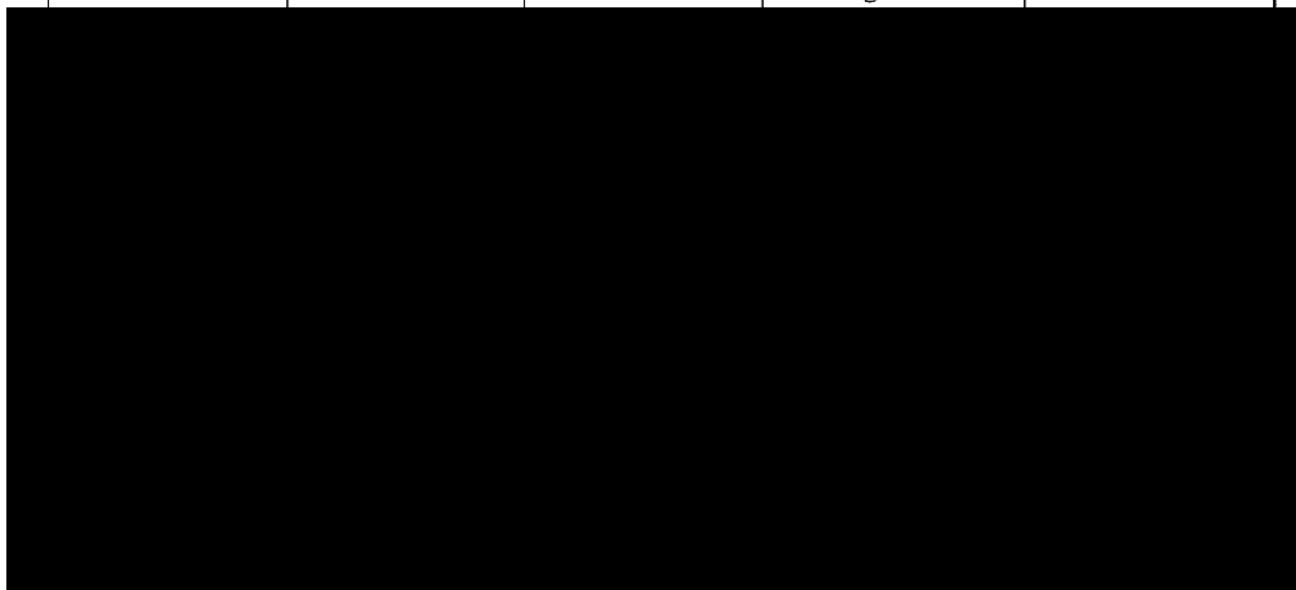
III. Award Term 2 (Months 43-60)

a. LABOR SCHEDULE

For comparison purposes, please propose the labor hour distribution based upon a total of 97,000 hours for award term 1. These hours are for evaluation purposes only and **do not** guarantee a number of hours on this contract. All labor rates shall be rounded to the nearest penny.

b. **OTHER DIRECT COSTS**

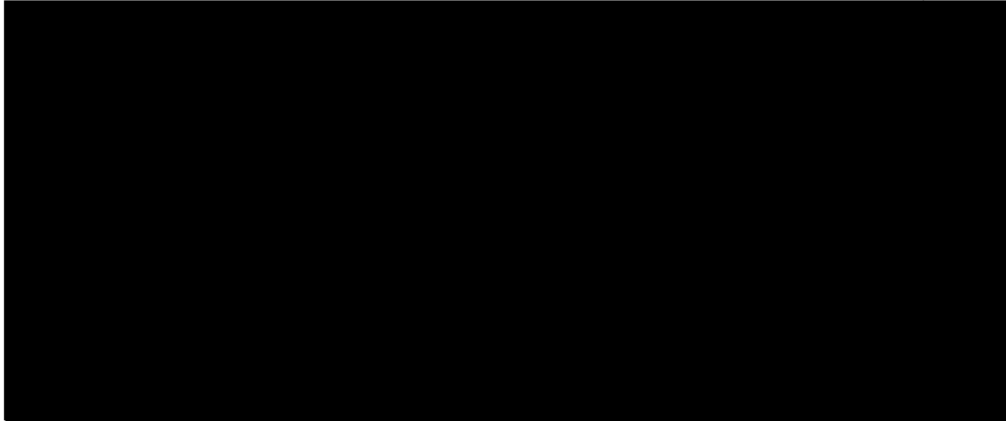
Schedule for Other Direct Costs		Award Term 2		
CLIN	Description	Estimated Award Term 2 Amount	G&A / Material Handling	Total Costs



c. **EQUIPMENT**

The fixed rates for equipment found below in the cost/price schedule are inclusive of all expenses, including, but not limited to, maintenance and calibration, overhead, general and administrative expenses and profit.

Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such item(s).



IV. Increased Capacity Pool

Schedule for Increased Capacity Pool		
CLIN	Total Estimated Labor Cost All Periods	Ceiling For Increased Capacity Pool (50% of the Total Estimated Labor Cost All Periods)
1074	\$30,478,226	\$15,239,113
Total Estimated Contract Amount Including Increased Capacity Pool		\$54,184,351

A. FIXED RATE

1. The labor rates set forth in the schedule shall be inclusive of all expenses including contract level required reports, wages or salaries, labor costs, fringe benefits, overhead, program management, training, routine equipment and supplies, and general and administrative expenses and profit. Any specific Task Order Level reporting, not included at contract level, will be billed at the Non-Level A rate of the individual who prepares the report.
2. It is the Government's intent to issue a Task Order for a Core Response Team. This Core Response Team is not a guaranteed number of hours and may change, increase or decrease during the course of this contract. The Government anticipates a Core Team of approximately ten (10) people in the Northern California area and eight (8) people in the Southern California area. The Government may add additional Core Response Team members to Arizona, Nevada and Hawaii.
3. The fixed rates for labor, equipment, and other items specified in Clause B.3 are inclusive of all expenses, including salaries, overhead, health and safety, medical monitoring, personal protective equipment in accordance with OSHA 1910.120, computer and communications supplies and support, general and administrative expenses and profit.
4. Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.
5. If a labor rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor or subcontractor decides to provide that labor category through a third party subcontract, reimbursement for that labor category shall be reimbursed at cost, but will not, in any event exceed the rate set forth in this contract for that labor category for the contractor or subcontractor, depending upon which entity (contractor or subcontractor) acquires the labor. This applies to any fixed rate labor.

6. Non-Field labor is labor which is conducted at the office when not onsite. For example, it includes specific Task Order or TDD (technical direction document) Level reporting. Labor for this reporting shall be billed at the Non-Field rate of the individual who prepares the report.

7. Level A Field Labor is defined as labor and equipment costs for personnel who are conducting response actions utilizing Level A personnel protective equipment as defined by 40 C.F.R. 1910.120. It does not include Level A activities that are conducted during drills and exercises. These activities are considered to be Non-Field Labor, unless otherwise noted. It does not include mobilization of Level A equipment or personnel slated to conduct Level A activities. These activities are considered to be Non-Level A Field Labor. Level A Field Labor begins at the time of entry ("hot zone"), and ends at the conclusion of Level A entry work.

In addition to the cost elements listed in paragraph 1, Level A Field Labor shall include all materials, protective gear, Level A training, etc. necessary for Level A response.

8. Non-Level A Field Labor is defined as all other labor and equipment costs for personnel who are conducting actions in the field, including drills and exercises. For the purposes of this section, the "FIELD" is defined as the area outside of the employee's routine office location. Non-Level A Field Labor begins at the time personnel are mobilized for a response action, and ends upon the employee's return to the office.

In addition to the cost elements listed in paragraph A.1, Non-Level A Field Labor shall include all costs for Non-Level A tasks, e.g. level B response, and costs to perform other tasks called for in the SOW.

9. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g. Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded fixed rate for a Junior Technician during the period of time he/she is performing these duties).

10. When an individual employee's normally assigned category of labor is at a rate lower than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. Junior Technician performing the duties of a Senior Scientist shall be charged at the fixed rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.

11. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the on-scene coordinator, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

B. TRAVEL

The amounts specified in the schedule for travel is an estimate only. The estimated amount for travel may be greater or less than the amounts specified as long as the maximum contract ceiling amount/total estimated contract amount is not exceeded. Travel costs will be subject to the restrictions found in FAR 31.205-46.

1. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government should be made at appropriate straight time rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in actual miles as

determined by the contracting officer.

2. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

3. Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitations of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

The Contractor's primary mobilization points for establishing reasonableness for personnel travel associated costs are listed below:

Northern California
San Francisco, CA

Southern California
Long Beach, CA

The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site of the cleanup; however, in no event shall the travel charges exceed what the charge would be if the employee were mobilized from the Contractor's primary mobilization point.

Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the OSC or authorized Contracting Officer Representative (COR). On occasions where an employee takes sick or vacation leave from an EPA site, the Government will not pay any travel costs associated with the departing employee or for the employee designated as his/her replacement.

The Contractor may be required to furnish to the Contracting Officer documentary proof of all incidental travel expenditures that exceeds seventy-five dollars (\$75), including receipts for common carrier transportation and hotel receipts.

The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement allowed under this clause exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

4. Consistent with the expected duration of the site, the contractor shall ensure to the maximum extent practicable, that lodging is secured on "other than a daily rate basis" so that maximum quantity and term discounts are achieved.

Further, on long-term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of greater than sixty days. When this is accomplished, subsistence will be reduced to a negotiated portion of the offeror's standard reimbursement for meals and incidental expenses.

Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

C. NEGOTIATION OF ADDITIONAL FIXED RATES

1. From time to time, additional items (non-prepriced) may be added to the section B Clauses titled "FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT and, FIXED RATES FOR EQUIPMENT. If the Contractor identifies additional items for inclusion in these clauses or an item for which

development of a fixed rate applicable to an individual Task Order is appropriate, the Contractor must submit the request to the Contracting Officer in writing with required supporting documentation in accordance with paragraph 2, below.

2. In the event an item is utilized on a Task Order prior to a rate being negotiated, a non-prepriced rate applicable to only that Task Order may be assigned by the CO or OSC. The Contractor must submit a proposed fixed rate to the Contracting Officer (with a copy to the OSC and Contracting Officer Representative along with the required supporting documentation. This documentation must reflect recent market survey data (a minimum of three quotes). A final fixed rate is subject to the approval of the Contracting Officer and shall be incorporated via contract modification. If the final fixed rate is different from the OSC assigned rate and the Contractor has already billed for this item, the Contractor shall make the appropriate adjustment on his/her next invoice for the Task Order.

D. PAYMENT OF ALLOWABLE COSTS

Contractors shall pay its subcontractors in accordance with the Section G Clause PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73). The Contractor must be able to substantiate through its accounting system that costs billed were actually incurred.

*NOTE: The term "cost" is defined as allowable amounts for fixed rate services in accordance with the terms and conditions of the contract as modified, and those items defined under the COST REIMBURSEMENT clause located in section B.

E. INCREASED CAPACITY POOL

In case of catastrophic event e.g., terrorist attack, man-made accident, or natural disaster which causes the contract to exceed the capacity of the contract, a cost pool enabling additional contract effort shall be available. Excess capacity pool shall be 50% of the total labor hours available for all terms of the contract.

F. REMOVAL PROGRAM WORK

For the purposes of this section Removal Program is defined as all work identified in the entire SOW, Attachment #1, unless it is work as defined by Section I of this clause. The fixed rates identified in this clause shall apply for payment purposes for the duration of the contract for all Removal program work performed under the contract. The hours per discipline are estimates only. The contractor shall invoice only for hours actually delivered and at the rates established in this clause. The contractor shall supply qualified and field-ready personnel for any Level A Field response to provide support during emergency responses, Stafford Act responses, counter-terrorism exercises and drills, and any other response actions EPA conducts. The types of personnel are identified in the Key Personnel clause and the skills and experience of the personnel are listed in Attachment #2. The contractor shall maintain a response team that is available and ready to respond in support of EPA 24 hours a day, 7 days a week, 365 days a year. The contractor shall not be reimbursed for standby.

Level A Field Labor is defined as labor and equipment costs for personnel who are conducting response actions utilizing Level A personnel protective equipment as defined by 40 C.F.R. 1910.120. It does not include Level A activities that are conducted during drills and exercises. These activities are considered to be Non-Field Labor, unless otherwise noted. It does not include mobilization of Level A equipment or personnel slated to conduct Level A activities. These activities are considered to be Non-Level A Field Labor. Level A Field Labor begins at the time of entry (hot zone), and ends at the conclusion of Level A entry work.

Non-Level A Field Labor is defined as all other labor and equipment costs for personnel who are conducting actions in the field, including drills and exercises that are conducted outside of the employee's routine commuting distance. Non-Level A Field Labor begins at the time personnel are mobilized for a response action, and ends upon the employee's return to the office.

Non-field labor is labor which is conducted at the office, at an employee's residence (if an employee is working at home) or another office location. For example, it includes specific Task Order or TDD Level reporting. Labor for this reporting shall be billed at the Non-Field rate of the individual who prepares the report.

H. OTHER DIRECT COSTS (SPECIALIZED LABOR, NON-ROUTINE EQUIPMENT, ETC.)

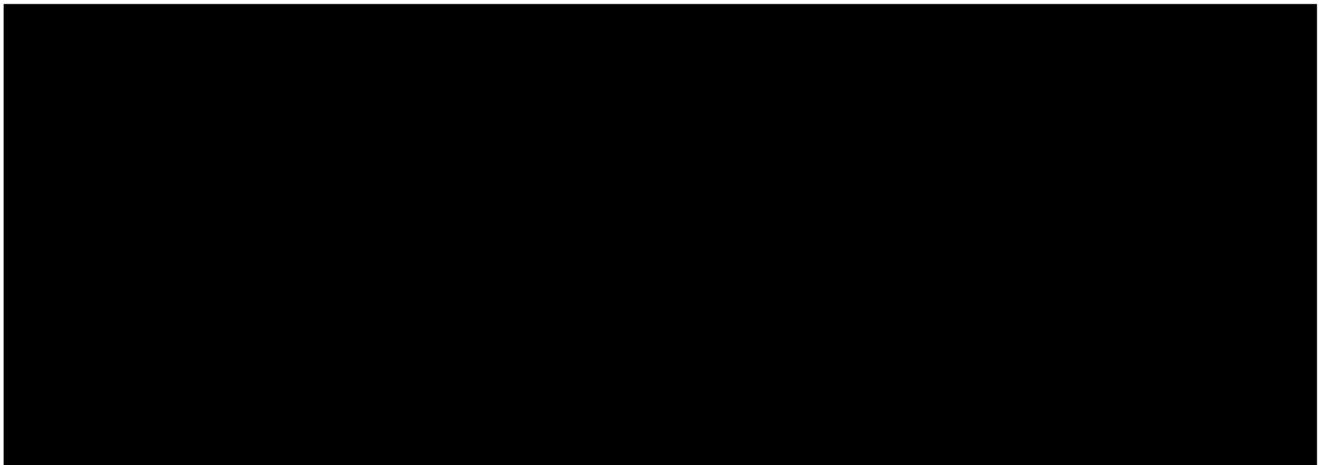
The Other Direct Cost (ODC) category in the schedule is intended for those cost not specified elsewhere in the schedule, such as; specialized labor, non-routine equipment, etc. Non-routine equipment is defined as any equipment not included in the fixed rate equipment list found in this clause. Non-Routine equipment charges must be approved in advance by the Contracting Officer.

B.4 COST REIMBURSEMENT PORTION

The cost reimbursement portion of the contract consists of equipment, travel, subcontracting, and other direct costs (such as specialized labor and non-routine equipment). All costs that do not come within these limited categories are considered to be part of the fixed rate portion of the contract. Therefore, these costs are separate and distinct from the fixed rate portion of the contract. The cost reimbursement portion of the contract will be funded on an as-needed basis. The contractor will only be reimbursed for actual costs incurred that are required to accomplish the tasks outlined in the START Statement of Work. These costs will be treated in accordance with the clause entitled, "ALLOWABLE COST AND PAYMENT (FAR 52.216-7)." Such costs shall be charged in accordance with the Contractor's established and accepted accounting practices. The Government will compensate the contractor for incurred costs that are determined to be reasonable, allowable and allocable.

The following amounts are estimates under this contract. These amounts shall not be exceeded without the prior written approval of the Contracting Officer.

COST REIMBURSEMENT PORTION



Travel is limited to site specific travel, unless prior written authorization has been obtained from the Contracting Officer.

Subcontracts include well drilling; monitoring well installation; geophysical investigation techniques, such as ground penetrating radar; leases for non-routine equipment; laboratory analytical services.

Materials and Supplies are separate and distinct from those items included in the fixed rate portion of the contract. The contractor shall not charge the Government as materials/supplies those items that are priced in the fixed rate portion of the contract.

B.5 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$150,000.00. The maximum ceiling amount of all orders shall not exceed \$54,184,350.72. If the ceiling amount is exceeded, the Contractor does so at its own risk.

B.6 TRAINING

The contractor shall provide fully trained personnel for all labor provided to implement the Statement of Work (SOW). Contractor personnel shall be field-trained and ready to accept work under the SOW for their respective

areas of expertise.

When determined to be necessary by the EPA Contracting Officer (CO) and Contracting Officer's Representative (COR), EPA will allow training for EPA-unique programs, systems and procedures, such as the Removal Cost Management System (RCMS). This training will be authorized through the issuance of a technical direction document, in accordance with the Section H clause, Ordering Work. No other training will be a direct allowable charge under this contract. At no time shall the contractor provide inexperienced personnel to staff assignments under this contract.

The contractor shall certify to the Government in writing that each of its employees, subcontractors, or consultants has completed all health and safety programs in relation to the requirements of this contract, prior to the assignment of any such employee, subcontractor or consultant to field duty.

B.7 LIMITATION OF GOVERNMENT'S OBLIGATIONS UNDER TASK ORDERS

- (a) All Task Orders, with the exception of Firm-Fixed Price Task Orders, may be incrementally funded.
- (b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of any items for the Government's convenience, approximates the current funding allotted to the task order. The Contractor will not be obligated to continue work under a task order beyond that point. The Government will not be obligated, under any circumstances, to reimburse the contractor in excess of the amount obligated on a task order except for reimbursement of termination settlement costs as provided in (h)(3) of the clause entitled, "Termination (Cost-Reimbursement) Alternate IV."
- (c) The Contractor will notify the CO and COR, in writing, at least 7 calendar days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including any costs for termination for convenience, will approximate 85% of the total amount currently obligated to the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order through the end of the current period of performance. If after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate for convenience the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination (Cost-Reimbursement) Alternate IV."
- (d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order by issuance of a task order modification. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds.
- (e) If the Contractor incurs additional costs or is delayed in the performance of the work under the task order solely by reason of failure of the Government to obligate additional funds by the dates indicated in a fixed price task order in amounts sufficient for timely performance of the task order requirements, and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time, prior to termination, obligate additional funds for the performance of the task order.
- (g) The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract for convenience or default pursuant to the contract clause entitled "Termination (Cost Reimbursement) Alternate IV."

B.8 FIXED RATE FOR EQUIPMENT

Equipment rates may constitute rental charges to the Government for use of equipment on task orders or TDDs. The fixed rates for equipment are inclusive of all expenses including overhead, general and administrative expense and profit. No extra charges for normal operation of equipment will be allowed. All equipment must be provided in good working order and any repairs necessitated by failure shall be accomplished in a timely manner and at the contractor's expense. The contractor shall invoice for actual usage of the equipment at the daily rates listed in the Section B clause entitled "Fixed Rates for Services-Indefinite Delivery/Indefinite Quantity Contract". A day is defined as 24 hours. A week is defined as 7 consecutive calendar days. A month is defined as 30 consecutive calendar days. Equipment rates are set forth in the B clause titled "Fixed Rates For Services-Indefinite Delivery/Indefinite Quantity Contract". For those requirements where usage is determined to be weekly or monthly, the contractor shall invoice for actual usage of the equipment at the weekly or monthly rates listed in Cost/ Price Schedule.

B.9 RESPONSE TIME

- (a) For Emergency Responses, the contractor shall provide the required services within the response time requirements specified below:

Initial response by the contractor to an event designated an emergency shall be immediate. The Contractor shall have a response procedure for on-call staffing for all after hours, weekends, and holidays. The contractor shall be able to immediately respond from a pre-designated duty station to provide field support, provide baseline field equipment, and have the necessary skills level to utilize this equipment. Additional contractor support to provide response specific equipment shall be initiated immediately and be available to respond within two hours of the initial call.

The contractor shall provide requested emergency services by mobilizing (packed with the required incident specific response gear and on the road) within two hours of the receipt of a written or verbal tasking from EPA Region 9. Any changes to the two hours requirement will be determined and approved in advance by the EPA On-Scene Coordinator. The contractor is not precluded from providing these services in less than these response time limits.

- (b) The following requirements apply to all Response activities and Removal Site Evaluations:

The Contractor must maintain 24-hour, seven day a week response capability to respond to discharge/releases or threatened discharges/releases defined in Subparts D and E of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). Response times required will be determined by the COR and will vary from two to twelve hours. However, the contractor shall mobilize within two hours of Emergency Response Notification.

B.10 SPECIALIZED LABOR

- (a) Costs for Specialized Labor are separate and distinct from the fixed rates. Allowable and allocable direct and indirect costs for Specialized Labor which has been authorized by the Contracting Officer in a Task Order (TO) and specified in a Technical Direction Document (TDD) may be paid on a cost reimbursement basis. Costs for Specialized labor will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)" and shall be charged in accordance with the Contractor's established and accepted accounting practices.

(b) As appropriate, a ceiling shall be established in a TO and TDD for Specialized Labor for current contract year and/or TO period of performance. Cumulative costs for Specialized Labor for the prime contractor and all team subcontractors in excess of the amounts established in the TO are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.

- (c) Specialized Labor includes but is not limited to the following professional specialists not available for day to

day operations:

- Structural Engineers
- Compressed Gas Cylinder Expert
- UXO (Ordinance Specialist)
- Construction Inspector
- Professional Engineer
- Process Engineer/Specialist
- Ecological Risk Professional
- Design Engineer
- Chemical Engineer
- Analytical Data Validators
- Graphic Designer
- Laboratory technician
- Microbiologist

B.11 CEILING PRICE

The ceiling price of this contract is \$54,184,350.72. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 CONTRACT STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work (SOW) included in Attachment 1. Work will be ordered by issuance of task orders in accordance with the Section H clause, Ordering Work.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON EPA CONTRACTS

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 ADDITIONAL CONTRACTOR REQUIREMENTS

- (a) The Contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review and advance written approval by the Contracting Officer or the Contracting Officer's Representative (COR). When submitting materials or reports that contain recommendations, the Contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based.

- (b) The Contractor shall not provide any legal services to EPA under this contract absent express written advance approval from EPA's Office of General Counsel. The Government will make all final regulatory, policy, and interpretive decisions resulting from Contractor-provided technical support under this contract and make the final decision on all Contractor-provided assessments and recommendations.
- (c) The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval.
- (d) In all contact with the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to EPA. All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name.
- (e) When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so there is no possible appearance of being EPA officials.

SECTION D – PACKAGING AND MARKING

[There are no clauses in this section.]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.246-6	May 2001	Inspection—Time-and-Material and Labor-Hour.

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

(X)	Title	Number	Date	Tailoring
X	Specifications and Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2004 or most recent version	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at the following websites:

<http://www.epa.gov/quality/>

<http://www.epa.gov/region9/qa/pdfs/module1.pdf>

A. Pre-award Documentation:

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

(X)	Documentation	Specifications	Due
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [EPA/240/B-01/002, dated March 2001]	With offer

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation:

The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [EPA/240/B-01/003, dated March 2001]; EPA Guidance for Quality Assurance Project Plans [EPA/240/R-02/009, dated December 2002]	As directed via task order
X	Project-specific supplement to Quality Assurance Project Plan for each applicable project (e.g. Field Sampling and Analysis Plans)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [EPA/240/B-01/003, dated March 2001]; EPA Guidance for Quality Assurance Project Plans [EPA/240/R-02/009, dated December 2002]	As directed via task order
X	Contractor's Annual QA Review	Contractor's approved QMP; Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions [3/28/11 or most recent revision, available at http://www.epa.gov/fem/lab_comp.htm]	Annually, within 30 calendar days of contract anniversary date

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval. The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

E.3 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- (b) For the purposes of this clause, the Contracting Officer's Representative is the authorized representative of the Contracting Officer.
- (c) Inspection and acceptance will be performed as specified in the Technical Direction Documents.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.242-15	Aug 1989	Stop-Work Order
EPAAR	1552.211-75	Apr 1984	Working Files

F.2 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

- (1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.
- (3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered	Minimum% Waste Paper Materials
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads)			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	
Industrial wipes		0	
UNBLEACHED PACKAGING:			
Corrugated boxes		35	
Fiber boxes		35	
Brown papers (e.g. bags)		5	
RECYCLED PAPERBOARD:			
Recycled paperboard products		80	
Pad backing		90	

F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals to the designated addressees. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report. The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of 05/31/2015 required reports are listed below.

REPORTS OF WORK SUPERFUND TECHNICAL ASSESSMENT & RESPONSE TEAM IV (START IV)

The contractor shall furnish all reports called for in the terms and conditions of this contract and this Reports of Work as part of the established fixed price and/or fixed rate portion of the contract. The cost of development and submission of these routine reports shall not be charged as an Other Direct Charge, nor will additional direct labor hours be allocated to prepare and submit the required reports. Not all routine reports required of the contract's terms and conditions are further delineated here in the Reports of Work. For example, a large business prime contractor will be required to submit the Subcontract reports Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR) (formerly SF 294 and SF 295) through the Electronic Subcontracting Reporting System (eSRS). Contractors who are provided Government Furnished Property (GFP) will have to provide an annual GFP property report, etc. The Contractor shall furnish copies of routine reports to the designated addressees. Each report shall cite the contract number and identify the U.S. Environmental Protection Agency as the requiring agency. The distribution and summary indicates the format (or media) for submission of Contractor's reports. NOTE: H = Hard Copy (paper) and E = Electronic (CD ROM) Disk and EM = Electronic Mail (e-mail).

DISTRIBUTION

Deliverable	No. of copies	Format	Addressee
1. Monthly Progress Report (EPAAR 1552.211-72)(Jun 1996)Deviation	1	E	Contracting Officer
	1	E	OSC-TDD Specific Only (See F.7)
2. Removal Reporting	See Section G Clause "Invoicing Requirements"	H/EM	See Section G clause "Invoicing Requirements"
3. Annual Contractors ER Equipment Report	1	H/EM	Regional Removal Manager
	1	H/EM	Contracting Officer's Representative
	1	H/EM	OSWER OEM
4. Annual ICS Training Report	1	H/EM	Contracting Officer's Representative
	1	H/EM	Regional Removal Manager
	1	H/EM	OSWER OEM

5. Annual Allocation of Non-Site Costs	1	H/EM	Program Costing Staff
	1	H/EM	Contracting Officer's Representative
6. Annual Report on Environmentally Preferable Practices	1	H/EM	Contracting Officer
	1	H/EM	Contracting Officer's Representative
	1	H/EM	Regional Environmental Preference Coordinator
	1	<u>H/EM</u>	National Environmental Preference Coordinator

1. MONTHLY PROGRESS REPORT

The Contractor shall prepare Monthly Progress Reports which provide EPA with information on the combined financial and technical status of individual Task Orders/Technical Direction Documents and the overall contract. The Progress Report shall include narrative discussions of work performed as well as financial data to enable the Agency to assess Contractor progress and compliance with work schedules and budgets.

The Monthly Progress Reports and invoices shall cover the same calendar period to enable EPA to use both documents for invoice and progress reviews. Data elements used in both documents must be calculated using the same method to ensure that contract data presented in the monthly progress report match the same information presented in the monthly invoice.

Progress Report Part 1: Contract Summary

Contractors shall use the Summary Section of the Progress Report to provide EPA with a two to five page overview narrative which describes contract-level activities and utilization. It shall highlight key activities, deviations from planned schedules and budgets, and corrective actions taken and or planned, including changes of personnel, and outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task order.

The Summary shall also include a set of defined management indicators. At a minimum, the Summary portion of the monthly Progress Report shall consist of a narrative and the Management Indicators Report: average labor rates for the contract, Task orders which have used at least 85% of their expenditure limits, and task order projections.

Progress Report Part 2: Task Order Level/Technical Direction Document Reports

Contractors shall use this section of the monthly Progress Report to provide EPA with Task Order Level/Technical Direction Document technical and financial information. Technical information is reported by the Contractor in a narrative statement. The narrative statement for each TDD shall address the following:

- (a) A summary and highlights of progress and difficulties encountered on the TDD during the reporting period..
- (b) A detailed description of work accomplished to support the cost.

(c) A tabular summary showing planned and actual start and completion dates for each of the TDD tasks, percent complete for each active task, and schedule variance;

(d) A discussion of schedule variance and the corrective actions taken and planned during the reporting period.

(e) A list of anticipated TDD activities with a schedule of deliverables for the subsequent reporting period.

The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding Task Order and Technical Direction Document number, such as subcontractor, overtime approvals, and work plan approvals.

Contract Financial Status Reports

Contract Invoice Backup Report -Contract Summary

This contract level report enables EPA to compare the total current and cumulative hour and dollar charges by cost element for the invoice period. Cost data is reported on this form in the major billing categories, including hourly loaded fixed rates and extended costs (by labor category); specialized labor; travel; subcontracts; equipment, other direct costs (ODCs) and amount claimed for the reporting period. Labor hours and burdened labor hour dollars (incurred hours multiplied by the fixed loaded rate) are tracked by labor categories. The total on this report must match the cumulative totals on the individual invoices.

Contract Invoice Backup Report - Task Order Summary

This report shows current and cumulative hours and dollars expended for the invoice period for each active Task Order and Technical Direction Document by action code, by operable unit or by unit name or number and by action sequence number. Cost data is reported on this form in the major billing categories, including hourly loaded fixed rates and extended costs (by labor category); specialized labor; travel; subcontracts; equipment, other direct costs (ODCs) and total costs. Labor hours and burdened labor hour dollars (incurred hours multiplied by the fixed loaded rate) are tracked by labor categories. This report also records direct labor hours and dollars by labor category and by individual names. The total of these reports must match the totals on the invoice itself.

Contract Invoice Backup Report - Task Order - Cost Reimbursable Cost Detail Report

This report contains detailed information by Task Order and by Technical Direction Document on current Cost Reimbursable Costs, which include: specialized labor, equipment, subcontracts, and other miscellaneous costs on a task basis. Note that the total for all Task Orders/Technical Direction Documents must match the total of "Cost Reimbursable Costs (excluding Travel)" on the current invoice.

The monthly report shall specify financial status at the Contract level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(a) A list of employees, their labor categories, the number of hours worked and the total loaded direct labor cost for the reporting period.

(b) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category), and the total loaded direct labor costs.

(c) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(d) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(e). Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, equipment and Other Direct Costs (ODCs).

(f) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(g) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

The monthly report shall specify financial status at the work assignment or delivery order/task order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: the amount shown on workplan, or latest work assignment or delivery order/task order amendment amount (whichever is later); amount currently claimed; amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(a) A list of employees, their labor categories, the number of hours worked and the total loaded direct labor cost for the reporting period.

(b) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category), and the total loaded direct labor hours and costs.

(c) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(d) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(e). Display the estimate of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(f) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(g) Average cost per labor hour. For the current contract period, compare the actual total cost per hour to the approved workplans.

(h) A list of deliverables for each work assignment or delivery order during the reporting period.

This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals.

Weekly Task Order Status Report

The Contractor shall provide a weekly Task Order Status Report. Task Order Status report is a one line status of all active Technical Direction Documents for each Task order in a spreadsheet format. The report includes: Site Name, TDD Activity, TDD Number, EPA COR, Completion Date, a brief description of TDD status/EPA action needed, TDD Hours, TDD Hours To Date, Hours Remaining, Percentage of Hours Used, TDD Cost, Cost To Date, Cost Remaining, Percentage of Cost Used, Hourly Cost to Date. It will include an overall total for each TDD, TDD Type and overall total for all active TDDs.

The Contractor shall submit the Progress Report to the Contracting Officer's Representative and Contracting Officer at the same time as invoice submittal and no later than 20 days after the end of the reporting period.

Site Related Financial Reports:

The Contractor shall provide daily costs within 24 hours of all TDDs where such cost documentation is required by the OSC or EPA COR. Upon request one hard copy shall be submitted to the OSC or EPA COR.

The Contractor shall provide site related financial reports per request of EPA COR or Contracting Officer's Representatives. This report shall be submitted in hard copy to the requestor(s).

2. INVOICES

See Clause G.15 entitled Invoicing Requirements

3. ANNUAL REPORT OF CONTRACTOR OWNED/LEASED EMERGENCY RESPONSE EQUIPMENT

The contractor shall provide an inventory of Standardized Emergency Response Equipment as of September 30th and due on November 15th of each contract year (See Section B for a Emergency Response Equipment list). This report should include all equipment to which the contractor has access. The report should indicate whether the contractor (1) Owns the equipment (2) Rents or leases the equipment (3) Has guaranteed access to the equipment. The contractor should also indicate access to any other equipment they have access to that may be relevant to emergency response but is not listed in Section B This inventory should be distributed to the Regional Removal Manager, Contracting Officer's Representative, and OSWER OEM.

If the contractor is awarded more than one START or ERRS contract with the agency, only one annual report will be submitted, but distribution will be to all agency personnel indicated above for each contract.

4. ANNUAL INCIDENT COMMAND SYSTEM (ICS) REPORT

The contractor shall provide an annual ICS Report to the Contracting Officer's Representative, Regional Removal Manager, and OSWER/OEPPR as of September 30th and due on November 15th of each contract year. This report should include all efforts made by the contractor to maintain the training requirements as specified in the SOW (Attachment 1).

If the contractor is awarded more than one START or ERRS contract with the agency, only one annual report will be submitted, but distribution will be to all agency personnel indicated above for each contract.

5. ANNUAL ALLOCATION OF NON-SITE COSTS REPORT

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 120 days after the end of each FY, the contractor shall provide the Program Costing Staff (PCS) of the Office of Financial Management, EPA the total amount of all paid invoices for the annual allocation period. PCS will reconcile this amount and confirm the total amount paid. Once the contractor receives confirmation of the reconciliation amount, the contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the reconciled invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report.

(c) PCS will review the draft report and notify the contractor either verbally or in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report in EXCEL via email to appropriate staff within PCS. The reports shall be sent to:

Director, Program Costing Staff
Environmental Protection Agency
Office of Financial Management (2733R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, the contractor will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 2010 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the appropriate staff within the Program Costing Staff, OFM before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Provide Invoice listing to EPA in order for EPA to reconcile the paid amounts,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site-specific costs into the following non-site categories:

Program Management - (National & Regional, multi-site project management, if applicable) - Payments made to the contractor for the specific management and administration of the contract or multi-site work assignment as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs (mobilization) - costs incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Director, Program Costing Staff, OFM, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites.

The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.

- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Director, Program Costing Staff, OFM.

Annual Allocation Report

Required:

- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)

- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements, requests for instructions, and spreadsheet templates, should be referred to the Director, Program Costing Staff, OFM at (202) 564-3160 or Jill Beresford at (202) 564-3145 or email at beresford.jill@epa.gov.

6. ANNUAL REPORT ON ENVIRONMENTALLY PREFERABLE PRACTICES

The Contractor shall submit a report, no longer than ten (10) pages in length, detailing the environmentally preferable activities accomplished or purchases made within the previous 12-month period from 1 October to 30 September. The format described in Attachment 6 shall be used in completing this annual report. The contractor shall submit the report to the Regional Contracting Officer, Contracting Officer's Representative, Regional Environmental Preference Coordinator, and National Environmental Preference Coordinator, before November 15th of each year. The contractor's environmentally preferable practices will be evaluated as part of the award term determination in accordance with the SOW and Section H clause entitled Award Term Incentive Guidance.

If the contractor is awarded more than one START or ERRS contract with the agency, only one annual report will be submitted, but distribution will be to all agency personnel indicated above for each contract. This report must include efforts made on each contract listed by contract number.

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Contracting Officer Representative and the EPA Contracting Officer Representative's office identification and location; and (f) date of report.

F.6 ELECTRONIC SUBMISSION OF DELIVERABLES

- (a) The Contractor shall follow this clause as the standard for submitting documents and other materials specified as deliverables in either a Task Order (including Task Order close-out deliverables), Technical Direction Document, or a contract level report. The deliverables specified in this clause shall not be confused with the

general site file deliverables specified in Section E of the SOW, Data Management.

- (b) The standard for all Task Order and Technical Direction Document deliverables shall be an electronic deliverable. There shall be three general categories of electronic deliverables: Work Products, Final Submissions and Routine Reports. Routine Reports are further described in the Section F clause, "Reports of Work." Final Submissions are generally defined as a deliverable that requires one or more signatures. Examples of Final Submissions include, but are not limited to, approved sampling plans, reports and deliverables meant for public dissemination. Final Submissions shall be submitted in a non-editable, .pdf format and include a single scanned cover page that includes, but may not be limited to, the following:

- Title
- EPA Site Name and EPA Site Identifier (if appropriate)
- Date
- Contract Number
- Task Order Number
- Technical Direction Document Number
- EPA Deliverable Number and Associated Bar Code

(Note that EPA will periodically provide the contractor with a unique set of sequential numbers (these sequential numbers are currently envisioned to be compatible with the Superfund Document Management System (SDMS)). The contractor will assign a unique EPA Deliverable Number to each electronic deliverable. If the electronic deliverable is a document, the cover/signature page will include an EPA-generated bar code that matches the EPA Deliverable Number.)

- Required Signatures and Signature Dates

Work Products are generally those deliverables that are used to produce a Final Submission. Examples of Work Products include, but are not limited to, documents submitted for comment, draft maps, data tables and example diagrams. Work Products shall, wherever possible, be submitted in an EPA standard software format (currently the Microsoft Office Suite) so that they can be easily edited.

- (c) All electronic deliverables shall be submitted with appropriate metadata. This metadata will be managed in a tabular format whereas there will be a single data table for all deliverables. The metadata that must be associated with each electronic deliverable includes, but may not be limited to, the following data elements:

Data Element	Description
File ID	A contractor-defined name (including a file extension such as .pdf) for the electronic file. The File ID must exactly match the actual name of the electronic file.
EPA ID	The EPA-defined deliverable number that has been assigned to the electronic file. If the electronic deliverable is a document, this identifier must accurately correspond to the EPA-generated bar code found on the cover/signature page of the deliverable.
Title	The contractor-defined title of the deliverable.
Date	The date that the document was generated.
Description	A brief description of the deliverable.
Type	The type of deliverable (must be either "Work Product", "Final Submission" or "Routine Report").
Approved	An indication whether or not the deliverable has been approved by EPA (must be either "Yes" or "No").
Contract ID	The EPA-defined identifier for the Contract under which this deliverable was generated.
TO ID	The EPA-defined identifier for the Task Order under which this deliverable was generated.
TDD ID	The EPA-defined identifier for the Technical Direction Document under which this deliverable was generated.
Site Name	The EPA-defined name of the site to which this deliverable is associated (as appropriate).
Site ID	The EPA-defined identifier of the site to which this deliverable is associated (as appropriate).

- (d) Both the electronic deliverables and the metadata table shall be hosted by the Contractor on a secure server. The Contractor shall manage the deliverables in a file structure that is approved by EPA. The Contractor shall maintain a secure web service to both the deliverables and the metadata table. This web service will be approved by EPA and used by EPA to transfer deliverables and metadata onto EPA's system. Once the Contractor has flagged a deliverable and its metadata as approved in the metadata table, the official source for that deliverable and metadata shall be EPA's system. EPA shall provide the Contractor with access to all approved deliverables and metadata that have been migrated into EPA's system.
- (e) The Contractor may be required to submit copies of standard electronic deliverables in a non-standard format (such as attachments to email messages and/or hard copy) as directed by the Contracting Officer or the Contracting Officer's Representative.

F.7 EFFECTIVE PERIOD OF THE CONTRACT

The period of performance of this contract shall be from date of award through a potential five years inclusive of two 18-month award term periods. The effective period of performance is exclusive of all required reports.

The effective period of performance is shown in bold below and will be broken down as follows:

<u>Period</u>	<u>Duration</u>	<u>From</u>	<u>To</u>
Base Period	24 months	Date of Award	Date of Award + 24 months
Award Term 1	18 months	Date of Award + 24 months	Date of Award + 42 months
Award Term 2	18 months	Date of Award + 42 months	Date of Award + 60 months

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS EPAAR 1552.216-72) (APR 1984) DEVIATION

(a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders (TO's) and or Technical Direction Documents on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract.

In addition to the Contracting Officer, Darlene McGary, the following individuals are authorized ordering officers:

Philip Ingram
Alexander Kramer
Harry Allen IV
Craig Benson
Steve Calanog
Will Duncan
Tom Dunkelman
Richard Martyn
Bret Moxley
Jason Musante
Randy Nattis
Martin Powell
Chris Reiner
Michelle Rogow
Daniel Shane
Margaret Waldon
Christopher Weden
Robert Wise
Donn Zuroski

In a catastrophic event, when the Contracting Officer is unavailable, the contractor may be directed to respond by one of the warranted OSCs listed at the following URL who are authorized to utilize this contract:
<http://www.epa.gov/oamsrpod/ersc/osc>.

In such situations, the contractor shall notify the Contracting Officer as soon as practicable.

(b) A Standard Form 30 will be the method of amending task orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each task/delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer's Representative.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 ORDERING WORK

Work will be ordered via Task Orders (TO) and Technical Direction Documents (TDDs). TO for the following major categories of the Statement of Work may be issued under the contract:

- Core Response Team Activities (001)
- Response Activities (002)
- Oil Activities (003)
- Training Activities (004)
- Preparedness and Prevention Activities (005)
- Assessment/Inspection Activities (006)
- Technical Support Activities (007)
- Data Management Activities (008)

OTHER TASK ORDERS WILL BE ASSIGNED AS THE NEED ARISES.

Site specific work will be assigned under each task order via a TDD. For example, a task order will be issued for removal support. Specific emergency response or removal sites that fall under this task order will be assigned by individual TDD. The TDD will specify the site, deliverables and due dates in accordance with the requirements of the TDD clause.

G.3 TECHNICAL DIRECTION DOCUMENTS

(a) The Contractor shall perform work under this contract as specified in written Technical Direction Document (TDD) issued against task orders by the Contracting Officer (CO). The TDDs will be issued electronically via the EPA's Acquisition System (EAS), a web based system. All TDDs issued will be within the scope for the services specified in each TO, and will be in accordance with the fixed rates specified elsewhere in this contract.

(b) When warranted by an emergency, a TDD may be issued verbally under this contract. This verbal authorization may be made by the warranted OSC, listed in the Ordering Officer clause in Section G, and the CO. The Contractor shall begin work immediately upon receipt of a verbally-issued TDD. A written TDD must then be issued within five (5) calendar days by the CO. The TDD shall indicate the date and time on which the TDD was verbally issued.

(c) If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the prior TDD and the effort being revised.

(d) The Contractor shall acknowledge receipt of each TDD by returning a signed copy of the TDD to the issuing official within two (2) business days after its receipt. If the Contractor considers the specified completion date or hours to be unreasonable or unrealistic for the required effort, the contractor shall notify the Contracting Officer's Representative/Contracting Officer before signing the TDD.

(e) For any TDD issued by the CO which requires preparation by the Contractor of a project work plan and cost estimate the TDD will outline the details for the submission of the project.

(f) Each work plan may/will include the following:

- (1) Numerical designation of the TDD issued
- (2) The estimated labor hours
- (3) Estimated dollar amount for approval
- (4) Source of funds as provided in the TDD (i.e., CERCLA, OPA, CEPP, other)
- (5) EPA 4 digit Site Identification Number (SSID)
- (6) Site name and address, city, county, and state
- (7) Overtime if applicable
- (8) Period of performance

- (9) Include the anticipated end product(s) and/or service
- (10) Interim deadlines, including completion dates for each specific effort
- (11) Comments
- (12) Signatures and dates
- (13) Descriptor (for Contractor use)
- (14) Distribution (The CO shall be included on the distribution of all workplans for TDDs issued under this contract)
- (15) Reference Statement of Work (SOW)/
- (16) Conflict of Interest Search
- (17) Schedule of deliverables
- (18) Action Code

(g) Within 30 days of completion of all tasks within a given TDD, the Contractor shall submit via email a final Acknowledgment of Completion (AOC) form to the Contracting Officer's Representative (COR) for approval. A copy of the AOC shall also be submitted to the Contracting Officer. AOCs shall include the following information:

- (1) Project Name
- (2) TDD Number and Last Amendment letter
- (3) Brief description of project
- (4) Response Type (e.g., pre-remedial, etc.)
- (5) Final authorized budgets including any amendments
- (6) Actual Incurred
- (7) COR Signature Line and Date
- (8) Authorized Contractor Signature and Date
- (9) Distribution
- (10) Action Code and POP

(h) The COR or any other technical representative of the CO, such as the OSC or authorized COR, does not have the authority to issue any TDD which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the contract period of performance; or, (5) changes any of the other express terms or conditions of the contract. Any request for deviation from the terms of this contract, issued hereunder, must be submitted to the CO for contractual action.

(i) The Contractor shall not make expenditures or incur obligations in the performance of the TDD which exceed the specified ceiling amount or completion date established in the TDD and its amendments except at the contractor's own risk. Any increase to the ceiling amount or extension of time must be authorized by the Contracting Officer.

(j) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(k) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

G.4 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the Contractor, if required, shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report electronically at the following Electronic Subcontracting Reporting System website.

<http://www.esrs.gov>

G.5 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION (JUN 1997)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the

following contract requirements in addition to the requirements of FAR 32.905:

- (a) The Contractor shall submit the invoice or request for contract financing payment either in hard copy or electronic format.
 - (1) If submitting electronically, the Contractor shall follow the submission instructions at: <http://www.epa.gov/ocfo/finservices/contracts.htm>. One hard copy and one electronic copy via email of the invoice shall concurrently be sent to the Contract-Level COR.
 - (2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:
 - (i) One original to the EPA Finance Center shown in Block 25 on the cover of the contract; and
 - (ii) One copy to the Contract-Level COR.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.
- (c)
 - (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.
 - (2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.
- (d)
 - (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
 - (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the Contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses confidential business information (CBI) concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f)
 - (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
 - (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
 - (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request.

G.6 SITE SPECIFIC INVOICING INSTRUCTIONS

The monthly and annual general requirements for site specific invoicing are contained in ATTACHMENT 4, SITE SPECIFIC INVOICING INSTRUCTIONS.

G.7 INVOICING REQUIREMENTS

Separate invoices must be submitted for each task order issued under this contract. Each Task Order invoice shall be further detailed by individual TDD costs. For removal TDDs, the following shall apply:

- (a) Invoices for payment for Task Orders shall be submitted in an original and two (2) copies one for the COR and one for the CO, and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and amount of payment requested. The contractor shall bill for only incurred costs that have been recorded on Weekly Reports, 1900-55 Form, that have been signed by the COR or other authorized representative; and can be supported by the contractor's own accounting system. Each invoice submitted for a particular Task Order shall be numbered consecutively. Invoices shall be submitted in accordance with the instructions provided in Attachment 3.

- (b) All invoices for payment under any Task Order shall be accompanied by the Supporting Schedule for Fixed-Rate Contracts described in Attachment 3, Invoice Preparation Instructions. In addition to these schedules generated from the contractor's accounting system, when RCMS is required invoices shall include the following reports, including 1900-55s, generated from the Removal Cost Management System (RCMS) in accordance with the Section H clause, Removal Cost Management Software System (RCMS).

- (1) A Project Weekly Summary showing charges for each major cost category listed by date with the weekly totals compared to the project ceiling on a total and percentage basis.
- (2) Project Weekly Detail Sheets showing in summary fashion the weekly cost details for Personnel, Equipment, Inventory Materials, Field Purchases, and Subcontract Final Bills. Service codes for Subcontract Final Bills must be utilized. Travel related costs shall be properly coded: 03 for lodging, 05 for per diem, and 17 for air/rail or other travel means. For complete list of service codes, refer to the RCMS Manual.
- (3) A Summary of Comments Report listing in date chronology all adjustments affecting the daily costs. All costs incurred off site, including the contractor's office, shall be addressed by a comment. The comment shall also include a brief description of the work performed.
- (4) A Pending Cost Report showing outstanding charges yet to be invoiced.

- (5) The contractor shall voucher no later than the time frames listed below between completion of tasks under this contract and submission of invoices:

PRIME CONTRACTOR - no later than 30 days after the costs are incurred.

TEAM SUBCONTRACTOR (if applicable) - no later than 60 days after the costs are incurred.

OTHER SUBCONTRACTORS - no later than 90 days after the costs are incurred.

If the contractor is unable to submit costs within the required time frame, it must place a notice in the "Pending Cost Report" of the type, approximate amount and the reason(s) for the inability to make timely submission. At final reconciliation, costs which have neither been previously invoiced or properly noted as untimely, these costs will be presumed unallowable by the Contracting Officer.

- (c) When a Contracting Officer's Representative (COR), Contracting Officer (CO), or Contracting Officer's Representative (COR), such as the On-Scene Coordinator, identifies costs in a voucher that are to be suspended or disallowed, the Form 1900-68 is used to identify those costs, the associated reasons and to communicate the

action to all necessary parties. The COR, CO and/or the COR must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of receipt on the applicable area on Form 1900-68 and return a copy of it to the COR, CO; or COR who made the suspension. A copy of Form 1900-68, with instructions, is provided in Attachment 3.

(d) Each TDD should have its own Cost Summary which must include the following:

- (1) A summary of the charges to the assignment (Labor and ODCs)
- (2) Dates costs incurred (eg. Travel dates, rental dates, purchase dates)
- (3) Labor broken down to show Name, Labor Category, labor Rate, Hours Worked, and Billing method. Upon the COR's request, the contractor will be responsible for providing time reports to support the hours billed under these assignments.
- (4) ODCs must be broken down to include all categories. Upon the COR's request, the contractor will be responsible for providing support for all ODCs billed under each TDD.
- (5) These TDD Cost Summaries must be submitted with each invoice. Each cost summary should also be e-mailed to the appropriate COR at the same time the invoices are mailed to EPA. The subject of the email should indicate the Invoice Number. The email to each COR should include a separate file for each of the TDDs. Each file should summarize costs associated with the assignment for the current month and date.

G.8 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to

direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a) (1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer Notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all task orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in

writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.9 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(PM-214F)
401 M St., S.W.
Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

- (1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.
 - (2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.
 - (3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.
- (c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD

G.10 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

- (a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:
- (1) Review the contractor's compensation structure and insurance plan.
 - (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
 - (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
 - (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
 - (5) In connection with Cost Accounting Standards:
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

- (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.
- (b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the contracting officer upon execution.
- (c) The FACO for this contract is:

TBD (Note: this clause will be removed if EPA is not the awardee's cognizant agency.)

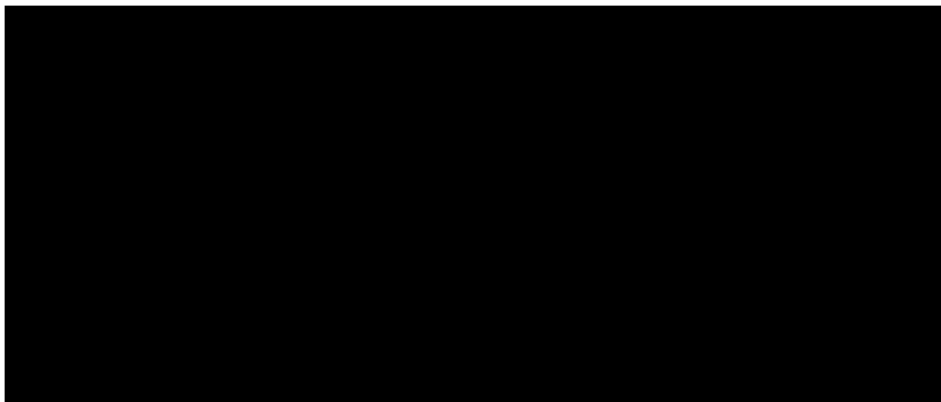
G.11 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:

TBD at the Task Order or TDD level

G.12 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

- (a) The Contractor shall assign to this contract the following key personnel (see Attachment 2 for Key Personnel qualifications. The actual names will be completed at time of award):



- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel

unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

G.13 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officer's Representatives (CORs) for this contract are as follows:

Primary COR:

Ivania Brown
75 Hawthorne St
San Francisco, CA
USA
Phone: 415-972-3045
Email: brown.ivan@epa.gov

Alternate COR:

Peter Guria
75 Hawthorne St
San Francisco, CA
USA
Phone: 415-972-3043
Email: guria.peter@epa.gov

Contracting Office officials responsible for administering this contract are as follows:

Contracting Officer:

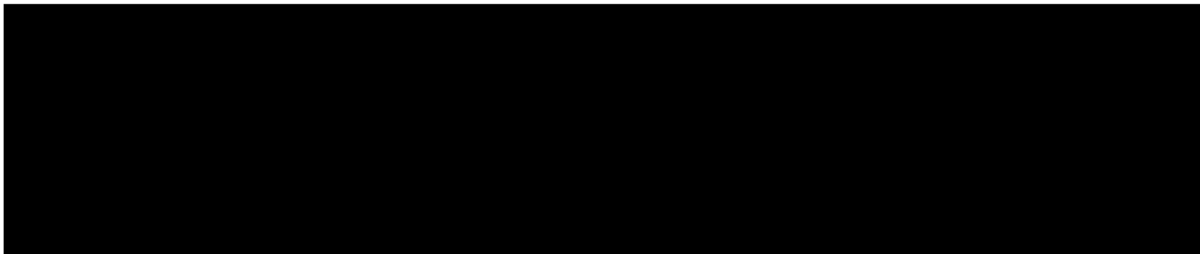
Philip Ingram
75 Hawthorne St
San Francisco, CA
USA
Phone: 415-972-3715
Email: ingram.philip@epa.gov

Contract Specialist:

TBD

G.14 SUBCONTRACT CONSENT

The Contracting Officer has consented to the following subcontractors, in accordance with the Section I clause, Subcontracts (FAR 52.244-2):



G.15 GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(c) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.

- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition

cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: EPA CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification

The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: “Note to CO: Reimbursement to the EPA Superfund is required.”

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element—In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

G.16 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

U.S. EPA
Mail Code 3802R
EPA Property Administrator
1300 Pennsylvania Ave. N.W. Rm# 61289
Washington, D.C. 20004

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.17 FISCAL YEAR 2013-2014 AGENCY SMALL BUSINESS SUBCONTRACTING GOALS

Subcontracts	Goal
Small Business	55%
Small Disadvantaged Business (8(a) and SDB)	5%
Woman-Owned Small Business	5%
HubZone Small Business	3%
Service Disabled Veteran Small Business Goals	3%

G.18 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT

With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) may direct that such equipment be decontaminated at the site of the removal. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts directed by the Government will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in the section B clause titled "Fixed Rates For Services—Indefinite Delivery/Indefinite Quantity Contract". Charges for the equipment while it is being decontaminated will not be allowable charges under this contract.

G.19 INCREMENTAL SETTLEMENT OF ALLOWABLE COSTS

INCREMENTAL SETTLEMENT OF ALLOWABLE COSTS

INSTRUCTIONS AND PROCEDURES FOR IMPLEMENTING THE ANNUAL SETTLEMENT OF ALLOWABLE COSTS

Annual Settlement of Allowable Costs

(1) The Contractor shall, within 60 days after submission of their incurred cost proposal, submit to the Contracting Officer a summary of the direct and indirect costs claimed, by cost element, for the subject contractor's fiscal year. The Contractor, in addition to providing claimed contract costs by cost element, must provide a supporting schedule which details the claimed costs by cost element, Level A and Non-level A effort, and by Task Order. It is also necessary for the Contractor to provide with the above schedules, a billing summary for the fiscal year which outlines the cost and fee billed by individual voucher. These schedules shall be prepared in accordance with the START IV.

Instructions and Procedures for Implementing the Annual Settlement of Allowable Costs (See Attachment 6).

The START IV annual claim and supporting schedules shall set forth the unaudited actual allowable costs incurred during the fiscal year for which reimbursement is claimed under the contract. Following receipt of the fiscal request and provide the contractor's Annual Claim submission, to EPA's Financial Analysis and Rate Negotiation Service Center (FARNSC) for an audit of the direct and indirect costs claimed by the Contractor, and its subcontractors.

(2) Upon receipt of the direct and indirect cost audits of the contractor and any applicable subcontractors the Contracting Officer and/or FACO will resolve any questioned direct or indirect costs. Resolution should be completed within 150 days if possible, or as soon thereafter as practicable.

(3) After the Government's determination of the total allowable costs for each fiscal year the Contracting Officer will authorize the Contractor to invoice for the amount of any difference between negotiated and billed costs. For the period covered by the determination the Contractor shall then provide to the Contracting Officer a memorandum that certifies, to the best of the contractor's knowledge, that all costs have been reconciled and payment received for the subject fiscal year. This memorandum shall further state that no known additional payments are due for the stated year.

G.20 PERFORMANCE BASED TASK ORDERS

Task orders under this contract may be negotiated and issued on a performance based basis. The issuance of a performance based task order means the contractor will have greater flexibility in its approach to accomplishing the task order, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the task order, not the Government directing the Contractor in the methodology used in performing the services.

When performing performance based task orders, the Government may elect to have the contractor submit a Daily Work Proposal for review, negotiation and approval, versus the Government issuing a Daily Work Order. The OSC may specify the activities to be performed and the Contractor specify the personnel, equipment, materials, means of accomplishing the activities, and propose a work goal. The Daily Work Proposal prepared by the Contractor shall be subject to negotiation and approval by the OSC.

Under such a performance based task order, the Government will define its performance requirements in the statement of work. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established. Incentives or disincentives may also be established for any such performance based task orders issued.

Performance based task orders will be issued on either a fixed rate or firm-fixed price basis.

G.21 FIXED PRICE TASK ORDERS

Performance based task orders may be issued as fixed price. In those instances, in addition to the clauses previously incorporated herein, firm fixed price task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are incorporated into the contract by reference.

52.232-1	APR 1984	Payments
52.232-15	APR 1984	Progress Payments not included
52.242-17	APR 1984	Government Delay of Work
52.243-1	APR 1984	Changes- Fixed Price Alternate I
52.245-1	APR 2012	Government Property
52.246-4	AUG 1996	Inspection of Services (Fixed-Price)
52.249-2	APR 2012	Termination for Convenience of the Government (Fixed-Price)

G.22 PERFORMANCE BASED PAYMENTS (FAR 52.232-32) (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's—
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to

determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.203-71	Aug 2000	Display of EPA Office of Inspector General Hotline Poster
EPAAR	1552.209-71	May 1994	Organizational Conflicts of Interest
EPAAR	1552.209-73	May 1994	Notification of Conflicts of Interest Regarding Personnel
EPAAR	1552.227-76	May 1994	Project Employee Confidentiality Agreement
EPAAR	1552.211-79	Oct 2000	Compliance with EPA Policies for Information Resources Management
EPAAR	1552.223-71	May 2007	EPA Green Meetings and Conferences
EPAAR	1552.228-70	Oct 2000	Insurance Liability to Third Persons
EPAAR	1552.235-70	Apr 1984	Screening Business Information for Claims of Confidentiality
EPAAR	1552.235-71	Apr 1984	Treatment of Confidential Business Information
EPAAR	1552.235-73	Apr 1996	Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information
EPAAR	1552.235-75	Apr 1996	Access to Toxic Substances Control Act Confidential Business Information
EPAAR	1552.235-76	Apr 1996	Treatment of Confidential Business Information (TSCA)
EPAAR	1552.235-77	Dec 1997	Data Security for Federal Insecticide, Fungicide and Rodenticide Act Confidential Business Information
EPAAR	1552.235-78	Dec 1997	Data Security for Toxic Substances Control Act Confidential Business Information
EPAAR	1552.235-79	Apr 1996	Release of Contractor Confidential Business Information
EPAAR	1552.235-80	Oct 2000	Access to Confidential Business Information
EPAAR	1552.237-74	Apr 1984	Publicity
EPAAR	1552.237-75	Apr 1984	Paperwork Reduction Act
EPAAR	1552.239-70	Oct 2000	Rehabilitation Act Notice

H.2 LIMITATION OF FUTURE CONTRACTING ALTERNATE II (START) (EPAAR 1552.209-74) (APR 2004)

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.
- (c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the technical direction document and for a period of five (5) years after the completion of the technical direction document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) Any work relating to CERCLA activities which pertain to a site where the Contractor previously

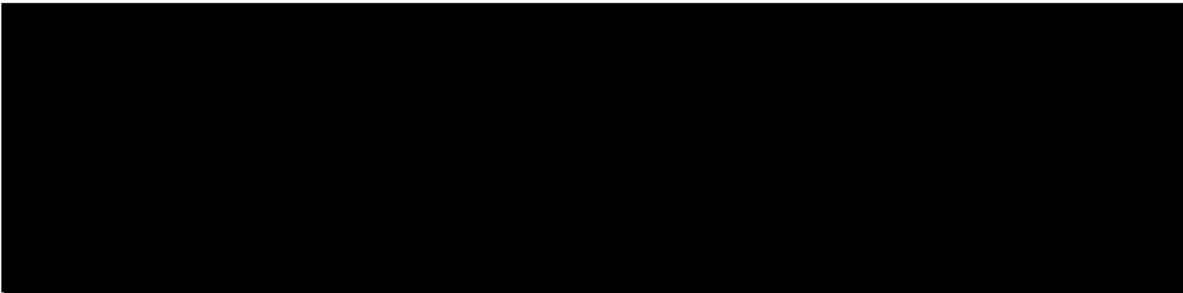
performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

- (d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:
 - (1) It will not provide to EPA cleanup services (e.g., Emergency and Rapid Response Services (ERRS) contracts) within the Contractor's START assigned geographical area(s), either as a prime Contractor, subcontractor, or consultant.
 - (2) Unless an individual design for the site has been prepared by a third party, it will not provide to EPA as a prime contractor, subcontractor or consultant any remedial construction services at a site where it has performed or plans to perform START work. This clause will not preclude START contractors from performing construction management services under other EPA contracts.
 - (3) It will be ineligible for award of ERRS type activities contracts for sites within its respective START assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.
- (e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.
- (f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.
- (i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

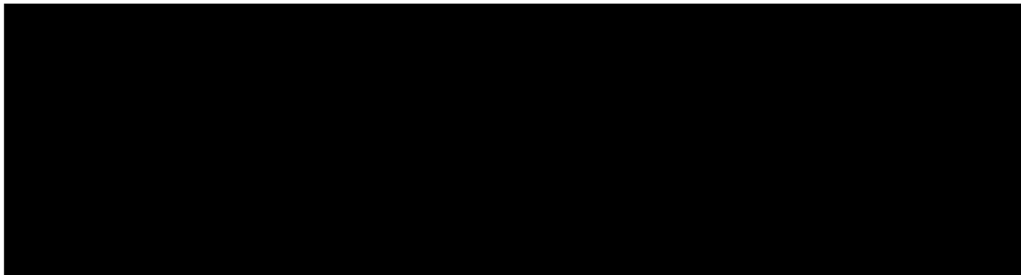
H.3 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

- (a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business

(SDB) participation targets proposed by the Contractor are hereby incorporated into and made part of the contract:



- (b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):



The Contractor shall promptly notify the Contracting Officer of any substitution of firms if the new firms are not SDB concerns.

- (c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the Contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

H.4 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) ALTERNATE I (AUG 1992) DEVIATION

- (a) The Contracting Officer Representative is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.
- (b) Individuals other than the Contracting Officer Representative may be authorized to provide technical direction. If individuals other than the Contracting Officer Representative are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Contracting Officer Representative, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.
- (c) Technical direction includes:
- (1) Direction to the Contractor which assists the Contractor in accomplishing the Statement of Work.
 - (2) Comments on and approval of reports or other deliverables.
- (d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Contracting Officer Representative or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the 'Changes' clause; (3) causes an increase or decrease in the estimated cost

of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document. (e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Contracting Officer Representative.

H.5 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
- (c) *Employee relationship.*
 - (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
 - (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
 - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
 - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
 - (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
 - (1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of

performance.

- (2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.6 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the CO may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the CO and the Contract level COR. Subcontractors must submit their answers to the prime contractor who will forward them to the CO. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the CO. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the CO's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also address whether:
 - (a) The work to be performed involve matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?
 - (b) The work involve searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?
 - (c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the company as a subcontractor and by the prime contractor.
2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).
 - (a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.
 - (b) If the site is known by several different names, list each of those names.
3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?
4. What is the estimated dollar amount and period of performance of this future contracting effort?
5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

H.7 DATA

- (a) The Contractor hereby agrees to deliver to the Contracting Officer, within sixty (60) calendar days after the completion of the contract period of performance the following documents:
 - (1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Information."
 - (2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".
 - (3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Contracting Officer Representative shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.
 - (4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements".
- (b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.
- (c) The Contractor shall not be required to turn over or provide to the Government any of the following:
 - (1) Contractor and personnel performance ratings and evaluations.
 - (2) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.
- (d) Upon receipt of all data provided to the Government by the Contractor under Paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.8 ENVIRONMENTALLY PREFERABLE PRACTICES

The Contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions. Guidance for utilizing environmentally preferable practices and environmentally preferable purchasing is included in Attachment 6.

H.9 EPA REGIONAL CROSSOVER

- (a) In the event of the Contractor's actual or potential conflict of interest in conducting a specific task, or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

- (b) The Contractor agrees to accept task orders or similar tasking documents for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in this contract. If services to be performed in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Contracting Officer at the time of the placement of the task order or other tasking document.

H.10 EXPERT TESTIMONY

The Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.11 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.12 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the contractor, for liability under any provision of CERCLA. Furthermore, if the contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interest as required in Section H and Section L of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H.13 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the Contracting Officer's Representative (COR) or OSC has the authority to review and establish the minimum standards of safety for all individuals on-site at any time.

In performance of work under this contract, the contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

The contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, state, and minimum standards as specified by the COR, including any required level of protection that may be specified by the On-Scene Coordinator (OSC) or COR. At no time shall the OSC's or COR's determination of the required level of protection be subject to the "Disputes" clause of this contract. Rather, if the contractor has a dispute with respect to health and safety which cannot be resolved between the OSC or COR and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the contractor's

corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolutions process, the contractor may not delay implementation of OSC or COR direction pertaining to health and safety.

When a specific site safety plan is required as part of a work assignment or other tasking document to be developed by the Contractor, such plan shall be submitted to the OSC or COR for review and approval prior to commencing work. Upon receipt of the OSC's or COR's approval, the contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC or COR. If a site safety plan is provided by the Government, the contractor agrees to follow such plan unless objections are made known to the OSC or COR within twenty-four (24) hours (or less if specified in the tasking document) of its submission to the contractor. In any event, commencement of cleanup services without notification to the OSC or COR of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by EPA.

H.14 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT

- (a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.
- (b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by the contracting officer to evaluate the proposal. (c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.
- (d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the OSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.
- (e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

H.15 ORDERING WORK

- (a) Task Orders (TOs) will be issued under this contract representing broad task areas of the SOW. Site specific work and detailed specifications will then be assigned via Technical Direction Documents (TDDs) or other

EPA-approved ordering instruments by an authorized ordering officer designated in the Section G clause "Ordering—By Designated Ordering Officers." TDDs will be within the scope for the services specified in each TO, and will be in accordance with the fixed rates specified elsewhere in this contract.

(b) TDDs may include, but are not limited to, the following:

- (1) Numerical designation of the TDD
- (2) Cost center
- (3) The estimate of required labor hours
- (4) Estimated TDD dollar amount
- (5) Source of funds (i.e., CERCLA, OPA, CEPP, other)
- (6) EPA 4 digit Site Identification Number
- (7) Site name, city, county, and state
- (8) Approved overtime
- (9) Period of performance
- (10) Reference information
- (11) Descriptive title to tasks
- (12) Specific tasks, including the anticipated end product(s)
- (13) Interim deadlines, including completion dates for each specific effort
- (14) Desired report format
- (15) Comments
- (16) Signatures and dates
- (17) Descriptor (for Contractor use)
- (18) Distribution (The CO shall be included on the distribution of all TDDs issued under this contract)
- (19) Priority
- (20) Reference Statement of Work
- (21) Conflict of Interest Search
- (22) Schedule of deliverables

(c) When warranted by an emergency, a TDD may be issued verbally by any authorized ordering officer designated in this contract. The Contractor shall begin work immediately upon receipt of a verbally-issued TDD. A written TDD must then be issued by the CO within five (5) calendar days, indicating the date and time on which verbal authorization was given.

(d) The Contractor shall provide written acceptance of each TDD within two (2) business days of receipt. If the Contractor considers the specified completion date or hours to be unreasonable or unrealistic for the required effort, the contractor shall notify the ordering officer prior to accepting the TDD.

(e) A project work plan may be required under a TO or TDD. For any TDD requiring preparation by the Contractor of a project work plan, the TDD will specify the due date and any other submission requirements. Work plans may include, but are not limited to a proposed staffing plan, estimated travel, subcontracts, and other direct costs necessary for completion of the assignment. Work shall not begin until the work plan has been approved by the CO or the EPA ordering officer.

(f) Within 30 days of completion of all tasks within a given TDD, the Contractor shall submit via email a final Acknowledgment of Completion (AOC) form to the COR for approval. A copy of the AOC shall also be submitted to the CO. AOCs shall include the following information:

- (1) Project Name
- (2) TDD Number
- (3) Brief description of project
- (4) Cost center
- (5) AOC Number
- (6) Response Type (e.g., pre-remedial, etc.)
- (7) Original Authorized Budgets
- (8) Actuals Incurred

- (9) Comments
- (10) COR Signature Line and Date
- (11) Authorized Contractor Signature and Date
- (12) Distribution

- (g) The ceiling amount and completion date for each TDD will be the amount stated therein and constitutes the maximum amount for which the Government shall be liable. The Contractor shall not incur obligations in the performance of the TDD which exceed the specified ceiling amount or completion date except at the Contractor's own risk. Any increase to the ceiling amount or extension of time must be authorized in a written amendment to the TDD.
- (h) The Government is only obligated to make payment for work actually completed regardless of any estimates of prospective quantities.
- (i) The COR and other technical representatives of the CO do not have the authority to issue any TDD which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the contract period of performance; or (5) changes any of the other express terms or conditions of the contract. Any request for deviation from the terms of this contract must be submitted to the CO for contractual action.

H.16 PERFORMANCE-BASED TASK ORDERS

Some task orders under this contract may be negotiated and issued on a performance-based basis. The issuance of a performance-based task order means the contractor will have greater flexibility in its approach to accomplishing the task order, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the task order, not the Government directing the Contractor in the methodology used in performing the services.

Under such a performance based task order, the Government will define its performance requirements in the statement of work. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established. Incentives or disincentives may also be established for any such performance based task orders issued.

Performance based task orders will be issued on either a fixed rate or firm-fixed price basis. In addition to a complete task order being issued on a performance basis, individual distinct tasks/elements of a Task Order may be negotiated on a performance basis.

H.17 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS)

- (a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports when required during performance of this contract. Use of RCMS is mandatory for all Removal and Oil Fund Access Task Order TDDs, and may be required under other task orders as well, where specified via TDD. All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.
- (b) Minimum System requirements are:

- Windows 2000 or higher
- Pentium Processor
- 50 MB free disk space
- 256 MB RAM
- CD/RW Drive
- Printer

- (c) The EPA will provide the contractor with RCMS software, which is a PC-based software package. Initial contractor training on the use of this system will be provided by the EPA if necessary, however the contractor is required to train new staff replacements.
- (d) The cost of this system shall not be reimbursable as a direct cost under this contract.
- (e) 1900-55s shall be prepared in accordance with the guide found in Attachment 5.

H.18 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

- (a) The contract contains the FAR clause 52.215-2 "Audit and Records - Negotiation (OCT 2010)," wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.
- (b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.
- (c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).
- (d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.
- (e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.
- (f) The Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

H.19 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORT REQUIREMENTS

- (a) The contractor shall develop and adhere to a regional Data Management Plan (DMP).
 - (1) The overarching regional DMP will be developed in accordance with the national removal program DMP template. The regional DMP will be the basis for site/incident-specific DMP. For more information, refer to Section II.E. of the SOW, Data Management.
 - (2) When directed by the CO, COR, or other authorized EPA ordering officer, the Contractor shall develop and implement a site-specific or incident-specific DMP in accordance with the current national program or regional DMP template.
- (b) SCRIBE software is designed to be used for the management (including but not limited to sample collection, tracking, review, site visualization, and decision making) of all project information including all field and laboratory data.
 - (1) The contractor shall establish, maintain and publish to SCRIBE.net a SCRIBE project for all removal site investigations, removal actions and emergency responses where samples are collected.

- (i) Along with sample metadata, all analytical results will be maintained in the SCRIBE project.
 - (ii) Publication to SCRIBE.net should be on a schedule for the site or incident and determined in coordination with the U.S. EPA on-site representative.
- (2) The contractor shall also use SCRIBE software (or its successor programs, as prescribed by EPA) or applications with a SCRIBE interface to manage documentation (e.g., chain of custody (COC) Forms, sample labels and bottle tags) and submission of relevant reports for all field sample collection activities, including those for Emergency Responses, Removal Site Evaluations, Time Critical and Non-Time Critical Removal Actions, Remedial Site Assessment and Integrated Assessments. The US EPA on-site representatives may also mandate use of mobile electronic data capture devices in implementing SCRIBE.
 - (3) Current versions of SCRIBE software can be found at: <http://www.epaossc.org/Scribe>.
 - (4) The contractor shall use the Scribe software to generate and submit COC Forms in accordance with established regional guidance. Exact procedures and instructions on the development and submission of electronic traffic reports for the CLP are available on the Office of Superfund Remediation and Technology Innovation's (OSRTI) Contract Laboratory Program (CLP) web site at: <http://www.epa.gov/superfund/programs/clp/asbtools.htm#esds>.
 - (5) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using Scribe. Site names and/or locations shall not be provided to CLP or non-CLP laboratories, to avoid any real or perceived conflict-of-interest with a laboratory analyzing US EPA samples.
 - (6) In case of catastrophic equipment failure, such as a computer or printer failure, hardcopy COC Forms (not generated by Scribe) shall be used by the contractor, but this should be a rare occurrence.
- (c) Electronic data deliverables (EDDs) submitted to EPA or produced by the Regions using current applications/tools and imported to SCRIBE are the preferred means to report analytical data.
- (1) For all analytical services procured through the contractor's laboratory or through a subcontracted laboratory under this contract, the laboratory shall report data using current Regional EDD formats. Data from microbiological, radiological, physical, asbestos, and bio assay tests are not required to be delivered in the EDD formats.
 - (2) In emergency response situations where rapid transmittal of initial analytical data is required, the data may be delivered directly to US EPA. The initial data shall be followed by data delivered in the Regional specified formats from the laboratory, for contractor review, using manual processes or preferably automated processes such as the Web-based Electronic Data Review (WebEDR) tool, which will then be exported to SCRIBE
- (d) All analytical data generated under, or for, this contract, regardless of source, shall be assigned and associated with a label indicating the level of validation. The label must be documented according to regional reporting procedures. The OSWER Directive No. 9200.1-85 regarding this requirement, and the associated guidance document EPA 540-R-08-005 may be obtained at <http://epa.gov/superfund/programs/clp/guidance.htm#external>. Data validation shall follow regional guidance.
- (e) US EPA also mandates that all analytical services procured under Superfund be tracked and reported to the US EPA upon request.
- (1) For all analytical services procured through the contractor or through the contractor's laboratory (subcontracted laboratory) under this contract, the contractor shall maintain information about these analytical services for purposes of reporting to US EPA. The requirement to maintain this information is generally for data generated by a contractor or subcontractor at mobile and/or in-house laboratories. Requirements for field screening are determined by the Regions. Waste profile data are exempt from this requirement.
 - (2) The following minimum information pertaining to analytical services procured through the contractor shall be maintained for reporting: Site Name, Site Spill Identifier (SSID), project number, reason for sampling/project purpose, date(s) of sampling, number of samples by matrix, number of samples by each specific type of analysis (by laboratory, by matrix), and the associated per unit analytical cost.
- (f) Exceptions to these requirements shall only be waived by the Contracting Officer.

H.20 TASK ORDER/TECHNICAL DIRECTION DOCUMENT CONFLICT OF INTEREST CERTIFICATION

If specified in the TO the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. If not specified at the TO level the contractor shall provide a conflict of interest certification within twenty (20) calendar days of receipt of a TDD. Where TOs or TDDs are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO or TDD issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO/TDD or relating to this TO/TDD, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO/TDD or other work relating to this site.

H.21 TRANSBOUNDARY EFFORTS

The Contractor may be tasked to provide support activities in a foreign country in accordance with the contract SOW to the extent that there is domestic legal authority to provide such support activity and to the extent that such support activity is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. In such case, the Contractor is advised that it may be subject to the following requirements:

(a) International Insurance

The contractor is responsible for obtaining all insurance requirements for efforts on either side of the U.S./Mexico/Canadian borders and/or any other international border. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the U.S./Mexico/Canadian borders or any other international border through a government-approved carrier (government of the country for which work is being performed).

(b) Compliance with International Laws and Regulations

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract in another country (ie. Mexico, Canada), including licensing requirements, transportation, etc. The contractor may be subject to international laws and/or the laws of the country in which work is being performed.

H.22 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71 (OCT 2011))

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

H.23 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.24 FINAL RECONCILIATION OF COSTS

Upon completion of the last contract period and resolution of the final annual incurred cost submission, or upon Contracting Officer request, the Contractor will be required to:

(a) Submit to the EPA Contracting Officer a Final Cumulative Claim and Reconciliation, by task order if requested by contracting officer. This submission will be compared to the results of the resolved annual incurred cost submissions and a "Final Invoice" will be submitted with payment due to or by the Contractor in accordance with paragraph (e) of the Section G Clause "PAYMENTS--FIXED-RATE SERVICES CONTRACT" (EPAAR 1552.232-73).

(b) Execute a "release statement" and a "refund statement" in accordance with paragraphs (f) and (g) of the Clause "PAYMENTS--FIXED-RATE SERVICES CONTRACT" which will be incorporated into the contract closeout modification.

H.25 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Contracting Officer Representative. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is yes, describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of

information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.26 ELECTRONIC SIGNATURES

The Government and Contractor agree to accept one another's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [List types of documents, or insert "None."]

All contract award documents, contract level modifications, and any other documents deemed necessary

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents.

None

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.27 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.28 SUBMISSION OF 3RD PARTY INSURANCE CERTIFICATES

Within 90 days of contract award, offerors shall submit copies of their insurance certificates for the coverages identified in the section "H" clause entitled, "INSURANCE - LIABILITY TO THIRD PERSONS (FAR 52.228-7)(MAR 1996)". Certificates will be evaluated on an acceptable or not acceptable basis by the Contracting Officer.

H.29 POST AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award. The post-award conference shall not be a substitute for the contractor's full understanding the work required at the time offers are submitted, nor is it to be used to alter the final agreement arrived at in any negotiations leading to contract award. All costs for this meeting must be included in the Non-Level A fixed rate.

H.30 CONTRACTING PERFORMANCE DISCUSSIONS

The Government will schedule mandatory annual meetings at the EPA Regional office to discuss contractor performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situations warrant during performance of the contract. These meetings will be coordinated by the Contracting Officer Representative and shall require attendance by the Contractor. These meetings should be included in the Non-Level A fixed rate.

H.31 STOP WORK ORDER FOR INDIVIDUAL TASK ORDERS

A. A Contracting Officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part of the work called for by any task order issued under this contract for a period not to exceed fourteen (14) calendar days after the receipt of the order by the contractor. During emergency response actions, a designated Ordering Officer may also require the contractor to stop all, or any part of the work as stated above. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such Stop Work Order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

B. When the Stop Work Order period expires or is canceled by the Contracting Officer or the designated Ordering Officer during an emergency response action, the contractor shall resume work. An equitable adjustment will be made in the task order period of performance or task order price, or both, and in any other provisions of the task order that may be affected, and the task order will be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, performance of any part of this contract and
- (ii) the contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to the final payment under this contract.

C. If a Stop Work Order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable, allocable and allowable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

D. If a Stop Work Order is not cancelled and the work covered by such order is terminated for default, the reasonable, allocable and allowable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

E. If it is determined necessary to extend the period covered by the stop work order, such extension shall be made by written modification to the Task Order, and shall be mutually agreed to by the contractor and the Contracting Officer.

H.32 SPECIAL PROVISIONS REGARDING TERMINATION OF INDIVIDUAL ORDERS

In addition to the "Termination for Convenience of the Government (Fixed Price) (FAR 52.249-2) (APR 2012)", "Termination (Cost Reimbursement) (FAR 52.249-6) (May 2004)", and "Default (Fixed-Price Supply and Service) (FAR 52.249-8) (APR 1984)" the government may terminate Task Orders, in whole or in part, for convenience or

default. If the termination is for default, the contractor shall be required to cure all defaults within 48 hours of notification from the Contracting Officer.

If a contract is awarded, the Government may terminate any task order placed there under for its convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor had knowledge of facts or circumstances, relating to an organizational conflict of interest, and did not disclose or misrepresented such information, the Government may terminate the contract or task order for default, may debar the Contractor from Government contracting, and may pursue such other remedies as may be permitted by law or this contract.

NOTE:

For purposes of this clause, "delivery" of a Notice of Termination (paragraph (b)) is defined to include notice by telephone or in person which is confirmed in writing by the Contracting Officer. If the termination is effected by such oral communication, then the effective date of termination shall be the date of that communication.

H.33 DISCOUNT AIR PASSENGER TRANSPORTATION RATES

a) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use reduced air transportation rates and services provided through available discount air fare carriers for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost to the Government.

(b) Nothing in this clause shall authorize transportation or services which are not otherwise reimbursable under this contract.

(c) In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

H.34 DISCOUNT HOTEL/MOTEL LODGING RATES

(a) To the maximum extent practicable consistent with hotel/motel accommodations and lodging requirements, the contractor agrees to use reduced hotel/motel rates and services for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract, when use of such rates results in the lowest overall cost.

(b) To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor agrees to secure lodging on other than a daily rate basis so that the maximum quantity and term discounts are achieved. To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor shall secure full service lodging suites inclusive of kitchen facilities.

(c) Nothing in this clause shall authorize lodging and accommodations or services which are not otherwise reimbursable under this contract. Nothing in this clause requires any hotel/motel establishment to make available to the contractor special hotel/motel rates or other Government discount rates.

H.35 FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

H.36 ACCESS RIGHTS AND ACCESS AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.37 AWARD TERM INCENTIVE GUIDANCE

As described below, the contract period of performance may be extended if the contractor earns a contract award term based on performance as evaluated by the Government in accordance with Attachment 10 to the solicitation entitled "Award Term Incentive Plan."

This contract consists of a maximum of TBD (\$ Dollars) over the total period of performance of the contract, which includes the increased capacity pool. If the contract maximum is not all utilized in the initial period of performance, award terms may be exercised by the Government in accordance with the guidance in this clause.

1) Period of Performance: The contract period of performance is from the effective date of the contract through the potential 60 months (inclusive of two (2) eighteen month earned Award Terms). These additional award terms will be awarded by the government based on overall contractor performance as evaluated in accordance with the Award Term Incentive Plan. The performance periods are given as follows:

Base Period: Contract Award plus 24 months (Months 1-24)

Earned Award Term Extension I: Contract Award plus 42 months (Months 25-42)

Earned Award Term Extension II: Contract Award plus 60 months (Months 43-60)

2) Award Term Incentive Plan: The Award Term Incentive Plan provides for the evaluation of both technical and cost performance, and serves as the basis for any Award Term decisions. The Award Term Incentive Plan may be unilaterally revised by the government and re-issued to the contractor no later than 120 days after completion of the first contract year of the Base Period and, thereafter, at least 60 days prior to the commencement of any Award Term evaluation period. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The government may consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions. However, this does not prohibit the parties from agreeing to a bilateral modification at any time during the performance of the contract. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The ATDO will unilaterally decide whether or not the contractor has earned an award-term extension. For this contract, the ATDO will be the Region's Senior Resource Official (SRO).

3) Government's right not to grant an Award Term: The Government has the unilateral right not to grant an Award Term in this contract if:

- a. The contractor has failed to earn an award term by the end of the second year of contract performance;
- b. if, after earning its first award term, the contractor fails to earn any subsequent award terms;
- c. the services are no longer needed; or
- d. insufficient funds

Denial of an Award Term that has not yet commenced for any of the reasons set forth in this clause shall not be considered either a termination of convenience or a termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the CO determines that either condition 3)a. Or 3)b. above apply, and cancels the award term incentive, then the resulting unilateral modification will cite this clause as the authority.

4) Award Term Incentive Administration: The award term evaluation will be completed in accordance with the schedule given in the Award Term Incentive Plan. The government will communicate its decision to grant an award term within 60 days of the expiration of the current period of performance.

5) Award Term Incentive Decisions: For evaluation purposes, at months 15 and 33, the contractor's rating must be an "excellent" or above to be awarded an award term.

6) Automatic Re-competition Decision: The contract will be automatically re-competed at the conclusion of the evaluation period if the contractor fails to earn an award term. The contract will also be re-competed if the contractor fails to earn any subsequent award term for any period of performance.

7) Review of Award Term Process: If the contractor does not agree with a unilaterally issued revised Award Term Incentive Plan and/or fails to receive an award term based on performance, the contractor may request the revised plan and/or the decision be reviewed by the Service Center Manager for the Emergency Response Service Center in U.S. EPA's Office of Acquisition Management. The request shall be submitted in writing within 15 days after notification of an award term decision, and shall be submitted to:

U.S. Mail Only:

U.S. EPA
Service Center Manager
Emergency Response Service Center (ERSC)
Mail Code 3805R
1200 Pennsylvania Ave, NW
Washington, DC 20460

Hand Carry or Courier:

U.S. EPA
Service Center Manager
Emergency Response Service Center (ERSC)
Room 61137
1300 Pennsylvania Ave, NW
Washington, DC 20004

H.38 AWARD TERM AVAILABILITY OF FUNDS

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.202-1	Jan 2012	Definitions
FAR	52.203-3	Apr 1984	Gratuities
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees
FAR	52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government
FAR	52.203-7	Oct 2010	Anti-Kickback Procedures
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-11	Sep 2007	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR	52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.203-13	Apr 2010	Contractor Code of Business Ethics and Conduct
FAR	52.203-14	Dec 2007	Display of Hotline Poster(s)
FAR	52.203-16	Dec 2011	Preventing Personal Conflicts of Interest
FAR	52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
FAR	52.204-5	May 1999	Women-Owned Business (Other Than Small Business)
FAR	52.204-7	Dec 2012	System for Award Management
FAR	52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel
FAR	52.204-10	Aug 2012	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.207-5	Feb 1995	Option To Purchase Equipment
FAR	52.209-2	May 2011	Prohibition on Contracting with Inverted Domestic Corporations-Representation
FAR	52.209-6	Dec 2010	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.209-10	May 2012	Prohibition on Contracting with Inverted Domestic Corporations
FAR	52.210-1	Apr 2011	Market Research
FAR	52.211-11	Sep 2000	Liquidated Damages – Supplies, Services, or Research and Development
FAR	52.214-34	Apr 1991	Submission of Offers in the English Language
FAR	52.214-35	Apr 1991	Submission of Offers in U.S. Currency
FAR	52.215-2	Oct 2010	Audit and Records – Negotiation
FAR	52.215-8	Oct 1997	Order of Precedence – Uniform Contract Format
FAR	52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data
FAR	52.215-11	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data – Modifications
FAR	52.215-12	Oct 2010	Subcontractor Certified Cost or Pricing Data
FAR	52.215-13	Oct 2010	Subcontractor Certified Cost or Pricing Data – Modifications
FAR	52.215-15	Oct 2010	Pension Adjustments and Asset Reversions
FAR	52.215-17	Oct 1997	Waiver of Facilities Capital Cost of Money

FAR	52.215-18	Jul 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
FAR	52.215-21	Oct 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
FAR	52.216-4	Jan 1997	Economic Price Adjustment – Labor and Material
FAR	52.216-7	Jun 2011	Allowable Cost and Payment
FAR	52.216-24	Apr 1984	Limitation of Government Liability
FAR	52.216-25	Oct 2010	Contract Definitization
FAR	52.216-26	Dec 2002	Payments of Allowable Costs Before Definitization
FAR	52.216-27	Oct 1995	Single or Multiple Awards
FAR	52.216-28	Oct 1995	Multiple Awards for Advisory and Assistance Services
FAR	52.216-29	Feb 2007	Time-And-Materials/Labor-Hour Proposal Requirements—Non-Commerical Item Acquisition with Adequate Price Competition
FAR	52.219-4	Jan 2011	Notice Of Price Evaluation Preference For HUBZone Small Business Concerns
FAR	52.219-8	Jan 2011	Utilization of Small Business Concerns
FAR	52.219-9	Jan 2011	Small Business Subcontracting Plan – Alternate II
FAR	52.219-14	Nov 2011	Limitations on Subcontracting
FAR	52.219-16	Jan 1999	Liquidated Damages – Subcontracting Plan
FAR	52.219-25	Dec 2010	Small Disadvantaged Business Participation Program–Disadvantaged Status and Reporting
FAR	52.219-28	Apr 2012	Post-Award Small Business Program Rerepresentation
FAR	52.222-1	Feb 1997	Notice to the Government of Labor Disputes
FAR	52.222-2	Jul 1990	Payment for Overtime Premiums
FAR	52.222-3	Jun 2003	Convict Labor
FAR	52.222-4	Jul 2005	Contract Work Hours and Safety Standards Act – Overtime Compensation
FAR	52.222-19	Mar 2012	Child Labor – Cooperation with Authorities and Remedies
FAR	52.222-20	Oct 2010	Walsh-Healey Public Contracts Act
FAR	52.222-21	Feb 1999	Prohibition of Segregated Facilities
FAR	52.222-24	Feb 1999	Preaward On-Site Equal Opportunity Compliance Evaluation
FAR	52.222-26	Mar 2007	Equal Opportunity
FAR	52.222-35	Sep 2010	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Sep 2010	Employment Reports Veterans
FAR	52.222-38	Sep 2010	Compliance with Veterans’ Employment Reporting Requirements
FAR	52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
FAR	52.222-43	Sep 2009	Fair Labor Standard Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)

FAR	52.222-50	Feb 2009	Combatting Trafficking in Persons
FAR	52.222-54	Jul 2012	Employment Eligibility Verification
FAR	52.223-3	Jan 1997	Hazardous Material Identification and Material Safety Data
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-10	May 2011	Waste Reduction Program
FAR	52.223-12	May 1995	Refrigeration Equipment and Air Conditioners
FAR	52.223-15	Dec 2007	Energy Efficiency in Energy-Consuming Products
FAR	52.223-17	May 2008	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
FAR	52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR	52.223-19	May 2011	Compliance with Environmental Management Systems
FAR	52.224-1	Apr 1984	Privacy Act Notification
FAR	52.224-2	Apr 1984	Privacy Act
FAR	52.225-5	Nov 2012	Trade Agreements
FAR	52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
FAR	52.225-25	Dec 2012	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran-Representation and Certification
FAR	52.226-5	Nov 2007	Restrictions on Subcontracting Outside Disaster or Emergency Area
FAR	52.227-1	Dec 2007	Authorization and Consent
FAR	52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-3	Apr 1984	Patent Indemnity
FAR	52.227-14	Dec 2007	Rights in Data—General
FAR	52.227-18	Dec 2007	Rights in Data – Existing Works
FAR	52.227-23	Jun 1987	Rights to Proposal Data (Technical)
FAR	52.228-7	Mar 1996	Insurance – Liability to Third Persons
FAR	52.228-8	May 1999	Liability and Insurance – Leased Motor Vehicles
FAR	52.229-1	Apr 1984	State and Local Taxes
FAR	52.229-3	Apr 2003	Federal, State, and Local Taxes
FAR	52.230-2	May 2012	Cost Accounting Standards
FAR	52.230-6	Jun 2010	Administration of Cost Accounting Standards
FAR	52.232-1	Apr 1984	Payments
FAR	52.232-7	Aug 2012	Payments Under Time-And-Materials and Labor-Hours Contracts
FAR	52.232-8	Feb 2002	Discounts For Prompt Payment
FAR	52.232-9	Apr 1984	Limitation on Withholding of Payments
FAR	52.232-11	Apr 1984	Extras
FAR	52.232-17	Oct 2010	Interest
FAR	52.232-18	Apr 1984	Availability of Funds
FAR	52.232-20	Apr 1984	Limitation of Cost
FAR	52.232-22	Apr 1984	Limitation of Funds
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.232-25	Oct 2008	Prompt Payment
FAR	52.232-33	Oct 2003	Payment by Electronic Funds Transfer – System for Award Management

FAR	52.232-38	May 1999	Submission of Electronic Funds Transfer Information with Offer
FAR	52.233-1	Jul 2002	Disputes
FAR	52.233-2	Sep 2006	Service of a Protest
FAR	52.233-3	Aug 1996	Protest After Award
FAR	52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
FAR	52.236-2	Apr 1984	Differing Site Conditions
FAR	52.236-3	Apr 1984	Site Investigation and Conditions Affecting the Work
FAR	52.236-6	Apr 1984	Superintendence by the Contractor
FAR	52.237-3	Jan 1991	Continuity of Services
FAR	52.242-1	Apr 1984	Notice of Intent to Disallow Costs
FAR	52.242-3	May 2001	Penalties for Unallowable Costs
FAR	52.242-4	Jan 1997	Certification of Final Indirect Costs
FAR	52.242-13	Jul 1995	Bankruptcy
FAR	52.242-14	Apr 1984	Suspension of Work
FAR	52.243-1	Apr 1984	Changes – Fixed-Price – Alternative II
FAR	52.243-3	Sept 2000	Changes – Time-and-Materials or Labor-Hours
FAR	52.243-5	Apr 1984	Changes and Changed Conditions
FAR	52.243-6	Apr 1984	Change Order Accounting
FAR	52.243-7	Apr 1984	Notification of Changes
FAR	52.244-6	Dec 2010	Subcontracts for Commercial Items
FAR	52.245-1	Apr 2012	Government Property
FAR	52.245-9	Apr 2012	Use and Charges
FAR	52.246-25	Feb 1997	Limitation of Liability – Services
FAR	52.247-5	Apr 1984	Familiarization with Conditions
FAR	52.247-6	Apr 1984	Financial Statement
FAR	52.247-12	Apr 1984	Supervision, Labor, or Materials
FAR	52.247-14	Apr 1984	Contractor Responsibility for Receipt of Shipment
FAR	52.247-15	Apr 1984	Contractor Responsibility for Loading and Unloading
FAR	52.247-16	Apr 1984	Contractor Responsibility for Returning Undelivered Freight
FAR	52.247-17	Apr 1984	Charges
FAR	52.247-20	Apr 1984	Estimated Quantities or Weights for Evaluation of Offers
FAR	52.247-21	Apr 1984	Contractor Liability for Personal Injury And/Or Property Damage
FAR	52.247-22	Apr 1984	Contractor Liability For Loss of And/Or Damage to Freight Other Than Household Goods
FAR	52.247-24	Apr 1984	Advance Notification By The Government
FAR	52.247-27	Apr 1984	Contract Not Affected By Oral Agreement
FAR	52.247-28	Apr 1984	Contractor's Invoices
FAR	52.249-2	Apr 2012	Termination For Convenience of the Government (Services)
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement)
FAR	52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
FAR	52.249-14	Apr 1984	Excusable Delays
FAR	52.250-1	Apr 1984	Indemnification Under Public Law 85-804
FAR	52.251-1	Apr 2012	Government Supply Sources
FAR	52.252-3	Apr 1984	Alterations in Solicitation
FAR	52.252-4	Apr 1984	Alterations in Contract
FAR	52.253-1	Jan 1991	Computer Generated Forms

I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <http://acquisition.gov>

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting

records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days

- (2) The Contract shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of the contract maximum;
- (2) Any order for a combination of items in excess of the contract maximum; or
- (3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within

five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after *[insert date]*.

I.7 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.8 NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7) (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, [*] days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Patricia Bassette-Wolz, Environmental POC, (202) 564-3195
Bassette-woltz.patricia@epamail.epa.gov

I.10 OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

(a) Definition. “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning:

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.11 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99) DEVIATION (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.12 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/far>

EPAAR: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=52c48b59c02b4481b8576a658c6e69ab&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I.14 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5)(APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any EPAAR (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.16 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability:	\$1,000,000
Comprehensive general liability:	\$1,000,000
Comprehensive automobile liability:	\$1,000,000

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- Attachment 1. Statement of Work
- Attachment 2. Response and Key Personnel Qualifications
- Attachment 3. Invoice Preparation Instructions
- Attachment 4. Site Specific Invoicing Instructions
- Attachment 5. START Guidance for Removal Cost Management System (RCMS) Preparation
- Attachment 6. Environmentally Preferable Practices
- Attachment 7. Incremental Settlement of Allowable Costs
- Attachment 8. Award Term Incentive Plan
- Attachment 9. Emergency Response Equipment